

The Krupnik Law Firm, P.L.L.C.

ATTORNEY AT LAW

Lynn M. Krupnik
Admitted in New Mexico & Arizona

December 16, 2011

Members
Ventana Vista

Re: Creation of Sub-Association

Dear Members:

I am writing this letter to you on behalf of Ventana Vista Homeowners Association. As you may or may not be aware, when you bought a home within Ventana Vista, the developer of the project intended to create a sub-association for the homes within Ventana Vista. This means that the owners of lots within Ventana Vista were intended to be members of two associations: the master association, Ventana Ranch West Community Association, Inc., ("VRW") and the sub-association, Ventana Vista Homeowners Association.

The Third Amendment to the Declaration for Ventana Ranch West ("Third Amendment"), a copy of which is enclosed, specifies that, at the time that the Class II Membership of VRW terminates, or at any time prior thereto, VRW shall create a sub-association for Ventana Vista, to be known as "Ventana Vista Homeowners Association". Furthermore, all owners of lots within Ventana Vista automatically become members of the Ventana Vista Homeowners Association.

To comply with the Third Amendment, VRW recently incorporated the Ventana Vista Homeowners Association. A copy of the Articles of Incorporation is enclosed for your file. Every member of Ventana Vista is a member of the Ventana Vista Homeowners Association.

Additionally, to comply with New Mexico law, the Ventana Vista Homeowners Association ("VVHA") is required to have Bylaws. The initial Board of Directors of VVHA has adopted the initial Bylaws. Enclosed is a copy for your files. The Bylaws address issues such as election of directors, and powers of VVHA. The powers of VVHA are based on the powers granted to VVHA by the Third Amendment.

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According to the Third Amendment, once the sub-association is formed, VVHA is responsible for collecting the Gated Community Assessments and undertaking the maintenance and operation of and replacements to the Ventana Vista Common Area. To help with enforcement, the VVHA Board has adopted the enclosed Assessment Collection Policy.

Additionally, VVHA has the right, in conjunction with VRW, to enforce the Declaration within Ventana Vista. To assist VVHA with this process, the VVHA Board has adopted the enclosed Violation Enforcement Policy and Covenant Violation Appeal Form.

The Third Amendment also gives VVHA the right to adopt rules and regulations governing the property within Ventana Vista. To that end, the VVHA Board has adopted the enclosed Gate Policy, Parking Policy, and Vehicle Registration Form. Please fill out the Vehicle Registration Form and return it to VVHA's community manager, Kimberly Sequist, at Kimberly@hoamco.com.

Because VRW was required to form VVHA, VRW appointed the initial Board of Directors. Those Directors will serve until the first annual meeting of VVHA, which will be held during the month of March, 2012. More information will come from VVHA prior to that date as to the exact date, time, and location of the meeting.

I realize that you have been provided with a lot of information and documents. However, please take the time to read the enclosed documents so that you are aware of the requirements that they contain. Please keep in mind that you are now members of two associations: VRW and VVHA.

Thank you, in advance, for helping to make this a smooth transition.

Sincerely,



Lynn M. Krupnik

Enclosures:

Third Amendment to Declaration for Ventana Ranch West
Articles of Incorporation for Ventana Vista Homeowners Association
Bylaws of Ventana Vista Homeowners Association
Assessment Collection Policy
Violation Enforcement Policy
Covenant Violation Appeal Form
Gate Policy
Parking Policy
Vehicle Registration Form

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**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND
EASEMENTS FOR VENTANA RANCH WEST**

THIS AMENDMENT is made this 21st day of Feb 2006, by VENTANA WEST LLC, a New Mexico limited liability company ("Declarant");

WITNESSETH:

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West, recorded in the records of Bernalillo County on November 23, 2004 as document number 2004162726 (the "Declaration"); and

WHEREAS, the Declaration was amended by Certificate of Amendment Amending Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West recorded in the records of Bernalillo County on January 11, 2005 as document number 2005005328 ("First Amendment"); and

WHEREAS, the Declaration was further amended by Amendment to Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West, recorded in the records of Bernalillo County on July 11, 2005 as document number 2005099255 (the "Second Amendment"); and

WHEREAS, the Declaration, as amended, applies to the Covered Property described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant is the owner in fee of the Covered Property; and



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WHEREAS, Declarant desires to develop Tracts 4 and 5 of the Covered Property as a private gated community within Ventana Ranch West; and

WHEREAS, pursuant to its rights and powers under Article XV, Section 15.2 of the Declaration, Declarant desires to adopt this Amendment.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. All capitalized terms, shall have the definitions set forth in the Declaration, except as specifically otherwise defined herein, and provided further that this Amendment shall only relate to Tracts 4 and 5 of the Covered Property, unless otherwise stated herein.

2. Tracts 4 and 5 of the Covered Property have been subdivided to create Ventana Vista Subdivision ("Ventana Vista"), as more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

3. Ventana Vista shall be subject to all the terms and conditions of the Declaration and all references to the Covered Property in the Declaration shall include Ventana Vista, except as specifically modified herein.

4. "Ventana Vista Common Area" shall mean all portions of Ventana Vista and improvements thereto owned by the Association, including, but not limited to the following:

- a. The entry, exit and pedestrian gates and any other devices installed by the Declarant or the Association to control access to Ventana Vista; and
- b. The private streets, sidewalks and streetlights; and
- c. The walkways and landscaping.



5. "Ventana Vista Members" shall be Members of the Association who are Owners of Lots in Ventana Vista.

6. The Ventana Vista Common Area and the beneficial interest in the easement areas thereof shall be reserved by the Association for the benefit of all Owners of Lots in Ventana Vista pursuant to this Amendment.

7. In addition to the restrictions provided for in the Declaration, there shall be no parking by Owners, Residents or Tenants of Lots in Ventana Vista on the private roads or other Ventana Vista Common Area. Invitees of an Owner, Resident or Tenant of Lots in Ventana Vista may park on the private roads of Ventana Vista for no more than seven (7) consecutive days. An invitee's vehicle parked on said private roads for more than seven (7) consecutive days is subject to immediate towing by the Association.

8. In addition to the obligations of the Owners of Lots in Ventana Vista to pay Assessments pursuant to the Declaration; Declarant hereby covenants and agrees as to said Owners that:

A. For each Lot established within Ventana Vista, each Owner by acceptance of a Deed therefor (whether or not it shall be so expressed in such Deed) is deemed to covenant and agree, to pay to the Association for the maintenance and operation of and capital improvements to the Ventana Vista Common Area and for the operation of the Sub-Association (as hereinafter defined) (the "Gated Community Assessments"). The Gated Community Assessments, together with interest, incidental and taxable costs, and reasonable attorney's fees, and all other sums which may become due and payable to the Association by an Owner shall be a charge on the Lot of said Owner and shall be a continuing servitude and lien upon the Lot against which each such Gated



Community Assessment is made ("Gated Community Assessment Lien"). The Gated Community Assessments shall be assessed quarterly or as otherwise required by the Association, and paid prorata by the Owner of each Lot in Ventana Vista. Each Gated Community Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Gated Community Assessment fell due. The personal obligation for delinquent Gated Community Assessments shall not pass to the successors in title of said Owner unless expressly assumed by them. However, the transfer of title shall not extinguish any Gated Community Assessment Lien, except a transfer pursuant to foreclosure of a superior lien in which the Gated Community Assessment Lien has been extinguished by such foreclosure.

B. Within thirty (30) days prior to the commencement of each calendar year, the Board shall estimate the costs and expenses to be incurred for maintaining the Ventana Vista Common Area during the fiscal year (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate an amount equal to other projected revenues and surplus balances not needed for reserves and contingencies. The sum or net estimate shall be assessed on a monthly, quarterly or annual basis to all non-exempt Owners of Lots in Ventana Vista in prorata shares based upon the number of Lots subject to the assessments.

C. Initially, the Gated Community Assessments against each Owner shall be a maximum of twenty-five dollars per month (\$25.00/month). Each year for as long as a Class II Membership exists, the Gated Community Assessments



may be increased on January 1 by the Board up to a maximum of ten percent (10%) per annum. For as long as a Developer retains ownership of one (1) Lot in Ventana Vista, the short fall between the amount of Gated Community Assessments due and payable by the Ventana Vista Members and the total budgeted amount of the Gated Community Assessments necessary for the operation of the Gated Community Common Area shall be paid by the Developer of Ventana Vista and its successors. Thereafter, any increase in the Gated Community Assessments by the Board, in excess of 10% must be approved by a majority vote of the Ventana Vista Members, provided a quorum of the Ventana Vista Members is present or votes by proxy for said increase. All Gated Community Assessments shall be payable in full when assessed. Gated Community Assessments shall not be prorated for portions of a month or Gated Community Assessment Period (as hereinafter defined) based upon the sale or transfer of ownership by a party other than the Declarant or the initial Developer. Gated Community Assessments shall accrue as to all Lots in Ventana Vista from the date of the sale of first Lot and Dwelling Unit in Ventana Vista by the Developer thereof to a third party purchaser.

D. The period for which the Gated Community Assessments are to be levied (the "Gated Community Assessment Period") shall be the calendar year, except that the first Gated Community Assessment Period shall commence upon the sale of the first Lot and Dwelling Unit in Ventana Vista and terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Gated Community Assessment Period by giving notice thereof to the Ventana Vista Members.



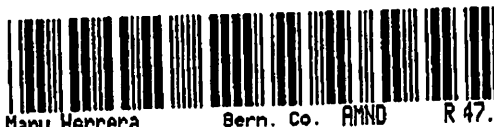
E. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose, the setting, billing and collecting of the Gated Community Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Ventana Vista Member shall not relieve any member of his/her liability for any Gated Community Assessment or charge under this Amendment, but the Gated Community Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Ventana Vista Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Ventana Vista Member on the records of the Association, that the Gated Community Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during a Gated Community Assessment Period. Ventana Vista Members must notify the Association of a change of mailing address when applicable. Notice of any past due Gated Community Assessment or of any lien may, at the Association's discretion, be given to any Mortgagee, and each Owner shall, upon demand, provide the Association with the name, address and telephone number of such Mortgagee.

F. Any Gated Community Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of eighteen percent (18%) per annum and the Ventana Vista Member shall be liable for all taxable and incidental costs,



including attorney's fees, which may be incurred by the Association in collecting the same. Late fees may also be established by the Board to be adjusted from time to time. The Board may also record a Notice of Delinquent Gated Community Assessment against any Lot in Ventana Vista as to which any such amount is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in Recording such Notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Gated Community Assessment Lien.

G. Upon receipt of a written request by a Ventana Vista Member or any other person, the Association, within a reasonable period of time thereafter, shall issue to such Member or other person a written certificate stating (a) that all annual or supplemental Gated Community Assessments (including interest, costs and attorney's fees, if any) have been paid with respect to any specified Lot as of the date of such certificates, or (b) if all annual or supplemental Gated Community Assessments have not been paid, the amount of such annual or supplemental Gated Community Assessments (including interest, costs and attorney's fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot in question.



H. Exempt Property in Ventana Vista and property owned by the Sub-Association shall be exempted from the assessment of the annual and supplemental Gated Community Assessments; provided, however, that in the event any change of ownership of Exempt Property in Ventana Vista and property owned by the Sub-Association results in all or any part thereof becoming Assessable Property in any year, the Gated Community Assessments shall be prorated to the date of change in ownership.

I. If any Ventana Vista Member fails to pay the Gated Community Assessments when due, the Association may enforce the payment of the Gated Community Assessments by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its rights to exercise the other remedy);

(1) Bring an action at law and recover judgment against the Ventana Vista Member personally obligated to pay the annual or supplemental Gated Community Assessments;

(2) Foreclose the Gated Community Assessment Lien against the Lot in accordance with the then prevailing New Mexico law relating to the foreclosure of realty mortgages (including the right to recover any deficiency) and the Lot may be redeemed after foreclosure sale as provided by law. The Association shall have the right to bid at any foreclosure sale.

J. The Gated Community Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which



the beneficiary is, a lender who has lent funds with the Lot as security, or held by the lender's successors and assigns, and shall also be subject to and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior, and subordinate to the Assessment Lien of the Association. Except as above provided, the Gated Community Assessment Lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Lot after the date this Amendment is recorded. Sale or transfer of any Lot in Ventana Vista shall not affect the Gated Community Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust or an Association Assessment Lien to which the Gated Community Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust or Association Assessment Lien sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot free of the Gated Community Assessment Lien for all Gated Community Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of trustee's deed or deed in lieu of foreclosure, the Gated Community Assessment Lien immediately shall become and remain superior to any and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure or Association Assessment Lien sale purchaser or grantee shall take subject to all Gated Community Assessments and the Gated Community Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.



K. The Ventana Vista Members shall therefore initially be paying Assessments of \$18.00 per month and Gated Community Assessments of \$25.00 per month for a total of \$43.00 per month collected quarterly.

L. The gate at the entrance of the private gated community shall be kept open from 6:00 a.m. to 6:00 p.m. until there has been the sale of and construction on all of the lots within Tracts 4 and 5, Ventana Ranch West, Ventana Vista Subdivision.

9. At such time as the Class II Membership of the Association terminates, or at any time prior thereto, the Association shall create a sub-association for Ventana Vista which shall be named "Ventana Vista Homeowners Association" ("Sub-Association"). Coincidentally with creating the Sub-Association, the Ventana Vista Common Area shall be deeded to the Sub-Association. Thereafter, the Sub-Association shall be responsible for collecting the Gated Community Assessments and undertaking the maintenance and operation of and replacements to the Ventana Vista Common Area. The following mandates shall apply to the Sub-Association:

A. The Owners of Lots in Ventana Vista which are Assessable Property shall automatically become members of the Sub-Association ("Sub-Members").

B. The Sub-Association shall administer and enforce the terms and provisions of this Amendment.

C. The Sub-Association shall utilize Gated Community Assessments strictly for the operation, maintenance, repair and replacement of the Ventana Vista Common Area and the administration of the Sub-Association.



D. The Sub-Association shall be organized in the same manner as the Association as a nonprofit New Mexico corporation.

E. The Sub-Association through its board of directors may, adopt, amend and repeal rules and regulations ("Ventana Vista Rules") pertaining to: (i) the management, operation and use of the Ventana Vista Common Area including, but not limited to, any recreational facilities situated upon the Ventana Vista Common Area; (ii) minimum standards for any maintenance of Lots within Ventana Vista; or (iii) the health, safety or welfare of the Owners and Residents within Ventana Vista. In the event of any conflict or inconsistency between the provisions of the Declaration, as previously amended, this Amendment and the Ventana Vista Rules, the provisions of the Declaration as previously amended, shall first prevail and then this Amendment. The Ventana Vista Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in the Declaration and this Amendment.

F. Each Owner of a Lot in Ventana Vista shall have one membership for each residential Lot in Ventana Vista owned by the Sub-Member ("Sub-Membership"). No Owner of a Lot in Ventana Vista, whether one or more persons, shall have more than one (1) Sub-Membership per residential Lot owned in Ventana Vista. In the event the Owner of a residential Lot in Ventana Vista is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Sub-Member or the Sub-Member's spouse, but in no event shall more than one (1) vote for each Sub-Membership applicable to a particular Dwelling Unit in Ventana Vista be cast for each Dwelling Unit in



Ventana Vista. Each such Sub-Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Sub-Membership is attributable. The Sub-Association shall have only one class of voting Sub-Memberships with each Sub-Membership being entitled to one vote.

G. At the time of the formation of the Sub-Association, the Association may require the Sub-Association to obtain approvals of the Association before undertaking certain actions.

H. Subject to the approval of the Board of the Association, the Sub-Association shall collect both the Assessments for the Association and the Gated Community Assessments and remit the Association Assessments monthly to the Association.

I. The Sub-Association shall have the right, in conjunction with the Association to enforce the Declaration within Ventana Vista. The Board of the Association may withdraw the rights of the Sub-Association to so enforce the Declaration at anytime.

10. This Amendment shall be effective upon the date of Recording hereof and, as amended from time to time, shall continue in full force and effect until January 1, 2025. From and after said date, this Amendment, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Amendment by a quorum of the then Members or Sub-Members, if applicable, casting two-thirds (2/3) of the total votes cast at an election held for such purpose in person or by proxy within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. This Amendment may likewise be terminated at any time if two-thirds (2/3) of the quorum of the votes cast by the Members



or Sub-Members, if applicable, shall be cast in favor of termination at an election held for such purpose. Any termination of this Amendment shall also require the written approval of the Board of the Association and the Class II Membership, if applicable. If the necessary votes and consents are obtained, the board of the Sub-Association shall cause to be Recorded with the County Recorder of Bernalillo County, New Mexico, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Sub-Association, with their signatures acknowledged. Thereupon this Amendment and the covenants contained herein shall have no further force and effect, and the Sub-Association shall be dissolved pursuant to the terms set forth in its Articles.

11. This Amendment may be amended at any time by Recording with the County Recorder Recorded of Bernalillo County, New Mexico, a Certificate of Amendment, duly signed and acknowledged, provided the amendment is approved by the Board of the Association and an affirmative vote of two-thirds (2/3) of a quorum of Sub-Members called to vote in person or by proxy for such amendment. A Plat or Zoning designation may be amended with (i) the approval of the board of directors of the Sub-Association; and (ii) the approval of the Board of the Association. Notwithstanding the foregoing to the contrary, all amendments affecting lienholder priority must be approved by the holders of any and all first mortgages and deeds of trust affected thereby. Anything in this subparagraph to the contrary notwithstanding, the board of directors of the Sub-Association and the Board of the Association, may amend all or any part of this Amendment to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") and to further amend to the extent requested by any other federal, state or local governmental agency



which requests such an amendment as a condition precedent to such agency's approval of this Amendment, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s). Any such amendment shall be effected by the Recording of a Certificate of Amendment, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. The Recording of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when Recorded, shall be binding upon all of the Covered Property in Ventana Vista and all persons having an interest therein.

12. Any determination by any court of competent jurisdiction that any provision of this Amendment, or subsequent amendments thereto, is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

13. If any interest purported to be created by this Amendment, or subsequent amendments thereto, is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.



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14. Change of Circumstances. Except as otherwise expressly provided in this Amendment, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Amendment.

15. Anything to the contrary in this Amendment notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Bernalillo County, New Mexico, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Ventana Vista can or will be carried out, or that any such land is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

16. Deeds to and instruments affecting any Lot in Ventana Vista or any part of the Covered Property in Ventana Vista may contain the covenants herein set forth by reference to this Amendment; but regardless of whether any such reference is made in Deed or instrument, each and all of the covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

17. Any reference in this Amendment to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

18. Wherever the context of this Amendment so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

19. All captions, titles or headings of the paragraphs and subparagraphs in this Amendment are for the purpose of reference and convenience only and are not to be



deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Amendment or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the City of Albuquerque or Ventana Vista. This subparagraph shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

21. The Ventana Vista Common Area shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of the Class II Membership and the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes of the Ventana Vista Members.

22. Attorney's Fees. In addition to any other remedies set forth in this Amendment regarding costs and attorney's fees, in the event the Association employs an attorney to enforce any lien granted to it under the terms of this Amendment or to collect any Gated Community Assessments or other amounts due from an Owner of a Lot in Ventana Vista or to enforce compliance with or recover damages for any violation or noncompliance with this Amendment, the offending Owner or other person or entity shall pay to the Association, upon demand, all attorney fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be secured by the Assessment Lien.



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23. Each remedy afforded the Association herein is cumulative and not exclusive.

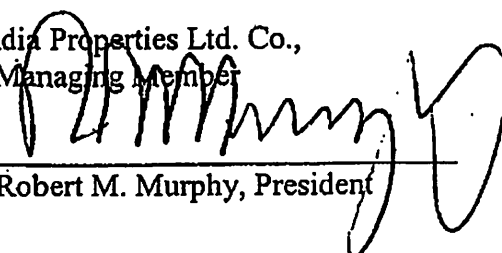
24. This Amendment shall run with all Lots within Ventana Vista and the Ventana Vista Common Area for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association and all Owners, Tenants and Residents of Ventana Vista and their heirs, successors and assigns.

25. In the event there exists any conflict between the provisions of the Declaration and this Amendment, the documents shall be liberally constructed so as to effectuate the intention of the Declarant that all Covered Property in Ventana Vista shall be subject to all obligations contained in the Declaration as well as all obligations contained in this Amendment; however; in the event that there cannot be an interpretation giving effect to both the terms of the Declaration and this Amendment, then the terms of the Declaration shall control.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment effective the 9th day of Feb, 2006.

VENTANA WEST LLC,
a New Mexico limited liability company

By: Sandia Properties Ltd. Co.,
its Managing Member


By: 
Robert M. Murphy, President

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)



This instrument was acknowledged before me on Feb 9, 2006, by Robert M. Murphy, President of Sandia Properties Ltd. Co., Managing Member of VENTANA WEST LLC, a New Mexico limited liability company.

MY COMMISSION EXPIRES:
12/14/06

 *Carol Lea Rodgers*
NOTARY PUBLIC
CAROL LEA RODGERS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: _____


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EXHIBIT "A"

Tracts numbered Four (4) and Five (5) of the Bulk Land Plat for VENTANA RANCH WEST within the City of Albuquerque and Bernalillo County, New Mexico, as the same is shown and designated on the bulk land plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 11, 2004, in Plat Book 2004C, page 84.




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EXHIBIT "B"

**Lots One (1) through One Hundred Twenty Eight (128) of the plat of Ventana Vista
Subdivision at Ventana Ranch West within the City of Albuquerque, Bernalillo County,
New Mexico.**


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NEW MEXICO PUBLIC REGULATION COMMISSION

Certificate Of Incorporation

OF

VENTANA VISTA HOMEOWNERS ASSOCIATION, A NEW MEXICO NON PROFIT CORPORATION

4515684

The Public Regulation Commission certifies that the Articles Of Incorporation, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

(53-8-1 To 53-8-99 NMSA 1978)

have been received by it and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate Of Incorporation and attaches hereto a duplicate of the Articles Of Incorporation.

Dated : September 28, 2011

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the city of Santa Fe.

Stacy Starr Garcia

Bureau Chief

Patrick H. Lyons

Chairman

ARTICLES OF INCORPORATION
OF
VENTANA VISTA HOMEOWNERS ASSOCIATION

In compliance with the requirements of NMSA (1978), Sections 53-8-1 through 53-8-99, of the New Mexico Nonprofit Corporation Act, the undersigned natural person, being of full age and the incorporator for the purpose of forming a nonprofit corporation, does hereby certify and adopt the following articles of incorporation for such corporation. The terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana West as amended from time to time as filed for record with respect to the Property on March 11, 2004 in Book 2004-C, Page 84, of the Records of Bernalillo County, New Mexico.

ARTICLE I
NAME

The name of the corporation shall be Ventana Vista Homeowners Association, a New Mexico nonprofit corporation. For convenience, the corporation shall be referred to in this instrument as the "Sub-Association." The location of the principal office of the Association shall be in Bernalillo County, New Mexico, or such other place as is designated from time to time by the Board of Directors.

The Sub-Association shall not afford, directly or indirectly, pecuniary gain or profit to its members. The purposes of the Sub-Association are:

- A. To be and constitute the Sub-Association to which reference is made in the Declaration, to perform all obligations and duties of the Sub-Association, and to exercise all rights and powers of the Sub-Association, as specified therein, in the Bylaws of the Sub-Association, and as provided by law;
- B. To own, hold and/or manage the Ventana Vista Common Area, and
- C. To enforce the provisions of and perform the duties set forth in the Third Amendment to the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West, as amended from time to time, filed for record on February 9, 2006 at recording number 2006019312, Records of Bernalillo County, New Mexico ("Third Amendment").

ARTICLE II
POWERS

The Sub-Association shall have the following powers:

- A. To perform any and all acts necessary and proper to promote the common benefit, enjoyment, health, safety and welfare of the owners and residents of lots situate within Ventana Vista, including without limitation, any of the following acts:

- (1) To establish and collect periodic and special assessments or charges to be levied against the members of the Sub-Association and their lots located within Ventana Vista as provided in the Third Amendment;
 - (2) To perform all acts and exercise all powers set forth in the Third Amendment and the Nonprofit Corporation Act, as now or hereafter amended, subject to the restrictions set forth in the Third Amendment.
- B. The Sub-Association shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity which would result in net earnings of the Association inuring to the benefit of any private person.

ARTICLE III
DURATION

The period of duration of the Sub-Association shall be perpetual.

ARTICLE IV
REGISTERED AGENT AND OFFICE

The registered agent of the Sub-Association is Community Asset Management, L.L.C., (dba HOAMCO), and the address of the registered office of the Sub-Association is 9798 Coors Rd NW, Bldg A, Albuquerque, NM 87114.

ARTICLE V
NONPROFIT STATUS

This Sub-Association does not and shall not afford monetary gain incidental or otherwise to any of its members. Upon dissolution of the Sub-Association, the assets of the Sub-Association, both real and personal, shall be granted, conveyed and assigned to the Association, which is a nonprofit corporation devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Sub-Association. No such disposition of Sub-Association properties shall be effective to divest or diminish any rights or title to any member vested in him under the recorded covenants and deeds applicable to Ventana Vista, unless made in accordance with the provisions of such covenants and deeds.

ARTICLE VI
BOARD OF DIRECTORS

The management of the affairs of the Sub-Association shall be vested in a Board of Directors consisting of between three (3) and five (5) persons, as more particularly set forth in the Bylaws, and shall initially be three (3) persons. At the first annual meeting of Members, two (2) members of the Board of Directors shall be elected to serve a one (1) year term. The remaining members of the Board of Directors shall be elected for two (2) year terms and all subsequent elections for membership to the Board of Directors shall be for two (2) year terms. An increase in the number of Board members above five (5) may be changed by an amendment to the Bylaws. The initial Board of Directors shall consist of the following three persons, whose names and addresses appear below:

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Greg Hull
7844 Via Vista Mesa NW
Albuquerque, NM 87144

Joseph Knight
7836 Via Vista Mesa NW
Albuquerque, NM 87114

Kurt Knutson
10032 Avenida Vista Sol NW
Albuquerque, NM 87114

The Sub-Association shall indemnify its directors and officers in accordance with Section 53-8-26 NMSA (1978) against expenses, costs and attorney's fees actually and reasonably incurred by them in connection with the defense of any action, suite or proceeding, civil or criminal in which they are made a party by reason of being or having been a director or officer of the Association unless they are guilty of gross negligence or misconduct in their performance of their duties as directors and officers.

ARTICLE VII
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator, who is a natural person of adult age, is Greg Hull, 7844 Via Vista Mesa NW, Albuquerque, NM 87114.

ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights are contained in the Third Amendment.

ARTICLE IX
AMENDMENT

These Articles of Incorporation may be amended, changed, modified or repealed in the manner now or hereafter provided by law, in accordance with NMSA (1978) Section 53-8-36, as amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 9th day of SEPTEMBER, 2011.


Greg Hull

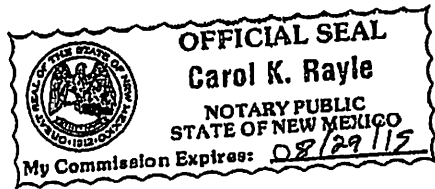
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Corporation Bureau
SEP 28 2011

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)^{SS}

On this 21st day of September, 2011, before me personally appeared Greg Hull, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Carol K. Rayle
Notary Public

Notary seal:



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Corporation Bureau SEP 28 2011

ACCEPTANCE OF APPOINTMENT
OF REGISTERED AGENT

I, being duly sworn, hereby acknowledge that the undersigned corporation accepts appointment as Initial Registered Agent pursuant to the Nonprofit Corporation Act for Ventana Vista Homeowners Association, a New Mexico nonprofit corporation, the corporation which is named in the annexed Articles of Incorporation.

Community Asset Management, L.L.C.,

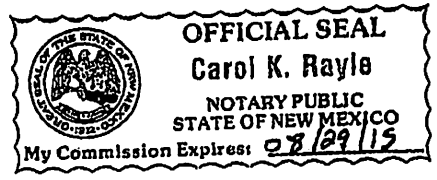
By: Austin McFall

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)^{SS}

On this 21st day of September, 2011, before me personally appeared Austin McFall, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Carol K. Rayle
Notary Public

Notary seal:



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NMPC
Corporation Bureau SEP 28 2011

**BYLAWS OF
VENTANA VISTA HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The Name of the corporation is Ventana Vista Homeowners Association, (hereinafter "VVHOA"). The principal office of the corporation shall be 9798 Coors Road NW, Building A, Albuquerque, NM 87114 but meetings of members and directors may be held at such places within or without the County of Bernalillo, State of New Mexico, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Property" shall mean and refer to that certain real property, described in the Third Amendment to Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easement for Ventana Ranch West recorded in office of the Bernalillo County Clerk as Document No. 2006019312 on February 9, 2006 (hereinafter "Third Amendment").

Section 2. "Owner" shall mean and refer to Owners of Lots in Ventana Vista, as set forth in the Third Amendment.

Section 3. "Member" shall mean and refer to Owners of Lots in Ventana Vista, as set forth in the Third Amendment, and are referred to in the Third Amendment as "Sub-Members".

Section 4. "Good Standing" shall mean being current in all Assessments and Gated Community Assessments and being in compliance with the Ventana Ranch West Declaration (and all amendments thereto) and the Ventana Vista Rules, Regulations and Policies.

Section 5. "Board" or "Board of Directors" shall mean and refer to the Board of Directors for VVHOA.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the first Monday of March of each year or within thirty (30) days thereof as set by the Board, at a time and place to be determined by the Board of Directors within Bernalillo County and as stated in the Notice of Meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members who are

entitled to vote at least one-fourth (1/4) of the votes in VVHOA, as defined in the Third Amendment.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing or emailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote (as defined in the Third Amendment). Such notice shall specify the place, day, and hour of the meeting, and in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, in person or by proxy, of Members entitled to cast at least twenty-percent (25%) of the votes in VVHOA shall constitute a quorum. If, however, such a quorum shall not be present, or represented at the meeting, the meeting will be adjourned. Immediately following adjournment, the meeting will be reconvened, and the presence, in person or by proxy, of Members entitled to cast at least fifteen percent (15%) of the votes in VVHOA shall constitute a quorum. Should quorum still not be met, the meeting will be adjourned with a date set to reconvene the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called and, at such meeting, the presence, in person or by proxy, of Members entitled to cast at least fifteen percent (15%) of the votes in VVHOA shall constitute a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote 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 conveyance by the member of his ownership or eleven (11) months from the date of execution, whichever comes first. A faxed or emailed proxy shall be acceptable as long as a copy is on file with the Secretary prior to the meeting.

ARTICLE IV BOARD OF DIRECTORS, SELECTION, TERMS OF OFFICE

Section 1. Three to Five Person Board. The affairs of VVHOA shall be managed by a Board consisting of between three (3) and five (5) persons and shall initially be three (3) persons. All Board members must be Owners in Good Standing.

Section 2. Term of Office. At the first annual meeting of the VVHOA Members, two (2) members of the Board of Directors shall be elected to serve a one (1) year term. The remaining members of the Board of Directors shall be elected for two (2) year terms and all subsequent elections for membership to the Board of Directors shall be for two (2) year terms.

Section 3. Removal. Any Director may be removed by the Board of Directors with or without cause, by a majority vote of the total membership of VVHOA. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service she or he may render to VVHOA. However, any Director may be reimbursed for his or her actual

expenses incurred in the performance of his or her duties subject to approval by a majority of the remaining members of the Board.

Section 5. Action Taken Without a Meeting. The Directors 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 Directors. Written approval includes email as long as a copy is on file with the Secretary prior to the meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. To be nominated to serve on the Board of Directors, the person must be an Owner in Good Standing.

Section 2. Election. Election of the Board of Directors will not be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the Third Amendment. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Suspension of Voting Rights. An Owner's voting rights shall be suspended suspended for any period during which the Owner is not in Good Standing.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed, but not less than three (3) times per year. Regular meetings may be held without notice, 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 VVHOA or by any two Directors after not less than three (3) days notice to each Director.

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

A. perform any and all acts necessary and proper to promote the common benefit, enjoyment, health, safety and welfare of the Owners and residents of lots situated within Ventana Vista, including, without limitation, any of the following acts:

(1.) to establish and collect the Gated Community Assessments and to collect the Assessments to be levied against the Members of VVHOA and their Lots located within Ventana Vista as provided by the Third Amendment. No Member may waive or other escape liability for the assessments provided herein by abandonment of his or her Lot;

(2.) to adopt, amend and repeal rules and regulations ("Ventana Vista Rules") pertaining to: (i) the management, operation and use of the Ventana Vista Common Area including, but not limited to, any recreational facilities situated upon the Ventana Vista Common Area; (ii) minimum standards for any maintenance of Lots within Ventana Vista; or (iii) the health, safety or welfare of the Owners and Residents within Ventana Vista; and

(3.) to perform all acts and exercise all powers set forth in the Third Amendment and the Nonprofit Corporation Act, now or hereafter amended, subject to the restrictions set forth in the Third Amendment.

B. The Directors shall neither have nor exercise any power, nor shall the Board directly or indirectly engage in any activity, which would result in net earnings of the VVHOA inuring the benefit of any private person.

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

A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting;

B. supervise all officers and agents of VVHOA and to see that their duties are properly performed;

C. carry out the powers as listed in Section 1.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of VVHOA shall be President, Vice President, Secretary and a Treasurer, who may also be Directors. The President shall be one of the Directors. One person may hold two (2) or more offices; however, no person may simultaneously hold the positions of President and Secretary.

Section 2. Election of Officers. The election of officers shall be held each year either immediately following the adjournment of the annual meeting of the Members or at the first scheduled Board meeting after the annual meeting. No notice is required for this meeting.

Section 3. Term. At the first annual meeting of Members, two (2) members of the Board of Directors shall be elected to serve a one (1) year term. The remaining members of the board of Directors shall be elected for two (2) year terms and all subsequent elections for membership to the Board of Directors shall be for two (2) year terms unless sooner removed or resign, as set forth in Article VIII, Section 5.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of VVHOA 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 by 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 specific 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 or she replaces.

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

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall have the authority to sign all written instruments and checks subject to the restrictions of the Third Amendment.

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

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; provide notice of meetings of the Board and of the Members; keep appropriate current records showing the members of VVHOA together with their respective addresses; and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in the appropriate bank account all monies of VVHOA subject to the restrictions of the Third Amendment and shall disburse such funds as directed by the resolution of the Board of Directors; shall have the authority to sign all checks of the VVHOA; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting.

E. Signatures required. All checks shall require the signatures of both the President and Treasurer.

ARTICLE IX COMMITTEES

The VVHOA Board may appoint an Executive Committee, and such other committees as may be necessary from time to time, consisting of at least two (2) Directors and with such powers as it may designate, consistent with the Ventana Ranch West Declaration, the Ventana Vista Articles of Incorporation and Ventana Vista By-Laws and of the Nonprofit Corporation Laws of the State of New Mexico. Such committees shall hold office at the pleasure of the VVHOA Board.

ARTICLE X BOOKS AND RECORDS

Section 1. Inspection of Books and Records. The books, records and papers of VVHOA (except for the minutes of the executive sessions) shall be made available for inspection by a Member at any reasonable time at the office of the Association, for any purpose reasonably related to the Member's interest as a Member. The Board shall establish reasonable rules as to the notice to be given to the custodian of records by the Members desiring to make the inspection, the hours and days of the week when inspection may be made, and the administrative costs involved.

Section 2. Annual Report. The Board shall cause to be prepared and sent to the Members, upon request, within ninety (90) days of the last day of the fiscal year, a balance sheet as of the last day of the fiscal year and operating (income) statement for the Association's fiscal year. The Association's fiscal year shall be a calendar year.

The Board shall cause to be prepared and sent to the Members upon request thirty (30) days before the beginning of each fiscal year, a tentative operating statement (budget) for that year.

If, in any year, the income of the Association exceeds \$100,000, the Board shall employ a Certified Public Accountant to conduct an audit of the Association's fiscal transactions and shall distribute copies of the audit to any Member requesting such audit:

ARTICLE XI GENERAL PROVISIONS

Section 1. Amendments to Bylaws. New Bylaws may be adopted or these Bylaws may be repealed or amended by the Members at their annual meeting or at any other meeting of the Members called for that purpose if such amendments are approved by a vote of two-thirds (2/3) of the Members who are voting, in person or by proxy, on the amendment, so long as quorum is met.

Section 2. Record of Amendments. Whenever an amendment or new Bylaw is adopted, such amendment or new Bylaw shall be maintained and copied in the corporate books with the original Bylaws, in the appropriate place. If any Bylaws or Bylaw is repealed, the fact of repeal,

with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.


Section 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Third Amendment and these Bylaws, the Third Amendment shall control.

That we, the undersigned being the President and Secretary of VVHOA, hereby certify that the foregoing Bylaws are the initial Bylaws of VVHOA, and that such Bylaws were adopted by the initial Board of Directors of VVHOA.



Greg Hull, President

12-12-11
Date



Kurt Knutson, Secretary

12-12-11
Date

VENTANA VISTA HOMEOWNERS ASSOCIATION
AT VENTANA RANCH WEST COMMUNITY ASSOCIATION
ASSESSMENT COLLECTION POLICY
Effective: December 12, 2011

The following policy is in accordance, as outlined in Article VII, Powers and Duties of the Board of Directors, Section 1 of the Ventana Vista Homeowners Association By-Laws and Section 8 of the Third Amendment to the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservation and Easements for Ventana Ranch West and is in place to set forth the appropriate actions for late and nonpayment of Ventana Vista Homeowners Association Assessments.

1. DUE DATES FOR ANNUAL ASSESSMENTS.

The due date for quarterly installments of the annual assessment is the 1st day of each quarter (January 1, April 1, July 1, and October 1). If payment is not received by the 10th of the month of the established due date, the Assessment is late and late fees and administrative fees will be charged as provided for in this Policy. Failure to receive notification of an Assessment billing does not relieve any owner of his liability any Assessment or charge (CC&R's, Section 7.8).

2. NOTIFICATION TO OWNER.

- a. **FIRST LATE NOTICE:** If payment is not received by the 10th day from the established due date, the account is deemed delinquent and a \$25 late fee will be assessed to the Owner's account in conjunction with a "First Late Notice" being sent to the Owner on or after the 11th day following the due date.
- b. **SECOND LATE NOTICE:** If payment is not received by the 30th day from the established due date, a "Second Late Notice" will be sent to the Owner on or after the 31st day following the due date. An interest charge of 18% per annum will be added to the Owner's account on or after the 31st day following the due date.
- c. **DEMAND LETTER:** If payment is not received by the 60th day from the established due date, the Association will send a "Demand Letter" to the Owner. All fees and interest associated with this letter will be added to the Owner's account on or after the 61st day following the due date.
- d. **NOTICE OF LIEN.** If payment is not received by the 90th day from the established due date, a "Notice of Lien" will be recorded. All fees and interest associated with the Notice of Lien will be added to the Owner's account.

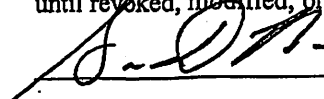
Further, the Board may also pursue Alternative Action as provided for in this Policy. Any additional fees associated with Alternative Action will also be applied to the Owner's account. Likewise, the Board reserves the right, on a case by case basis, to enter into payment plan agreements with Owners to resolve their past due balance.

3. ALTERNATIVE ACTION.


The Board, acting with input and recommendation from management and legal counsel, will evaluate the next course of action in the best interest of the Association for the recovery of unpaid Assessments. Actions may include, but are not limited to, one or more of the following: (1) Sending the account to a collection agency; (2) Referring the account to legal counsel and pursuing an action for personal judgment against the delinquent Owner; (3) Foreclosure action to foreclose the Association's Assessment lien. Any remedy the Association chooses may result in additional expense or actions, including attorney's fees, court costs, and out of pocket expense incurred by the Association in regard to any

Alternative Action initiated in order to collect the delinquent Assessments, will also be added to the Owner's account.

This Assessment Collection Policy replaces and supersedes in all respects all prior resolutions with respect to the collection of Assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.



Gregory D. Hull, President



Kurt Knutson, Secretary

12-12-11
Date

12-12-11
Date

VENTANA VISTA HOMEOWNERS ASSOCIATION
AT VENTANA RANCH WEST COMMUNITY ASSOCIATION, INC
VIOLATION ENFORCEMENT POLICY

WHEREAS, The Ventana Vista Homeowners Association ("Association") has authority pursuant to the Bylaws of the Ventana Vista Homeowners Association ("Bylaws"), Section VII and Third Amendment to the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West (Declaration), Section 9 (e) to enforce the provisions set forth in the Bylaws, Design Guidelines and Policies Ventana Vista Homeowners Associatio., as may be amended from time to time;

WHEREAS, The Board of Directors of the Association wishes to ensure compliance with the Association's governing documents and to maintain, preserve, enhance, and protect the property values and assets of the Association.

NOW, THEREFORE, IT IS RESOLVED, that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions and for the elimination of violations of such provisions found to exist in, or on about any property within the Association and the same are to be known as the "Violation Enforcement Policy" of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within the community.

The Board is adopting the following Violation Enforcement Policy:

A. Procedure for Handling General Violations.

1. **Courtesy Letter.** An Owner/Resident will be first notified of a violation of the Association's Governing Documents in writing and will be informed that if the violation is not cured within fourteen (14) calendar days from the date of the letter, the Owner will be subject to enforcement fines. The Courtesy Letter will be mailed by regular first class mail. The Owner may contest the violation. All appeals must be made in writing and sent to the Management Company for review by completing the Covenant Violation Appeal Form that can be found on the website at www.ventanaranchwest.com or contact the Management Company.
2. **First Notice of Violation.** If after fourteen (14) calendar days of the date of the Courtesy Letter, the violation is determined to still exist, a First Notice of Violation will be sent by regular first class mail. The First Notice will specify the violation and the amount of the enforcement fine being imposed (see Schedule of Enforcement Fines below), and the process to make an appeal in writing. The Owner will be informed that if the violation is not cured within fourteen (14) calendar days from the date of the letter, the Owner will be subject to additional fines.
3. **Second Notice of Violation.** If after fourteen (14) calendar days of the date of the First Notice, the violation still exists and the Owner has not requested a hearing, the Association will send a Second Notice of Violation by first class mail. The Second Notice will specify the violation, the amount of the enforcement fine being imposed, and the process to make an appeal in writing. The Owner will be informed that if the violation is not cured within fourteen (14) calendar days from the date of the letter, the Owner will be subject to additional enforcement fines.
4. **Notice of Continuing Violation.** If after an additional fourteen (14) calendar days, the violation still exists and the Owner has not requested a hearing, a Notice of Continuing Violation will be sent by first class mail. The Notice of Continuing Violation will include the details of the violation, the amount of the enforcement fine being imposed, and the process to make an appeal in writing. The enforcement fine will be imposed every fourteen (14) calendar days or an accumulation of \$500 in aggregated fines, as long as the violation continues.
5. **Schedule of Enforcement Fines.** The following is the schedule of enforcement fines that will be imposed for violating the Association's Governing Documents to include violations of the Design Review Process:

Courtesy Notice	No Fine – Warning
First Notice of Violation	\$25.00
Second Notice of Violation	\$50.00
Notice of Continuing Violation	\$100.00
2 nd Notice of Continuing Violation	\$250.00

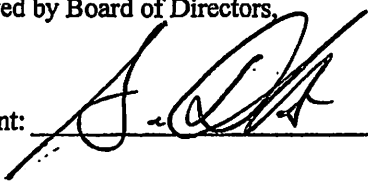
The Board may vary from these standard enforcement fines depending on the nature of the violation and the number of violations (either presently or in the past).

- B. Recurring Violations.** A “recurring violation” is a type of violation that is cured, but occurs again in the future. (Examples include, but are not limited to: weeds, unauthorized parking of vehicles, trash cans not put away within the required time frame, etc.) If a recurrence of the same violation occurs within six (6) months of the original violation the violation enforcement process will start with the Owner being sent a First Notice of Violation. However, the Association may vary from this procedure depending on the circumstances.
- C. Impact of Enforcement Fine.** Imposition of an enforcement fine does not relieve the Owner of responsibility to correct the violation.
- D. Impact of Owner Requesting a Hearing.** If an Owner submits the Covenant Violation Appeal Form after receiving a Notice of Violation the Board will respond in writing regarding the decision within thirty (30) days of receipt of Covenant Violation Appeal Form.
- E. Other Remedies.** At any time, the Board may decide to pursue any other remedy available under law or at equity that is allowed under the Governing Documents.
- F. Time Frames.** The Board reserves the right to extend any grace period based on individual circumstances.
- G. Collection of Enforcement Fines.** All enforcement fines shall be collected in the same manner as any other assessment or monetary penalty pursuant to the Collection Policy.

This Violation Enforcement Policy will go into effect on December 12, 2011.

Approved by Board of Directors.

President:



Date:

12-12-11

Secretary:



Date:

12-12-11

**VENTANA VISTA HOMEOWNERS ASSOCIATION
AT VENTANA RANCH WEST COMMUNITY ASSOCIATION
COVENANT VIOLATION APPEAL FORM**

Owner's Name (s): _____

Property Address: _____

Mailing Address (if different): _____

Email: _____ **Telephone:** _____

Date of Violation: _____ **Type of Violation:** _____

Please list below your reason (s) for the appeal (use reverse side if necessary):

Either mail or fax this form to:

HOAMCO
c/o Kimberly
PO Box 67590
Albuquerque, NM 87193-7590
(505) 888-4483 Fax

Or send electronically to:

kimberly@hoamco.com

Ventana Vista Homeowners Association
at Ventana Ranch West Community Association
GATE POLICY

Purpose:

The purpose of this policy is to clearly communicate safe and appropriate use of all entry gates into the Ventana Vista Community, to promote and maintain the quiet and safe enjoyment of each homeowner.

Scope:

The scope of this policy shall extend to all gated entrances to the Ventana Vista community and shall apply to all homeowners, renters, and visitors.

The Vehicle Entrance and exit gate located on the west end of Avenida Ventana Vista NW.

The vehicle entrance and exit gate is an access controlled gate controlled by a key pad, proximity sensor and electronic access remote controls.

Remote Controls:

Remote controls may be purchased at HOAMCO and are sold at cost. These electronic devices when activated send a signal to the gate receiver that opens the entrance or south portion of the gate. The exit or north portion of the gate is activated by weight sensor and opens when an approaching vehicle crosses the weight detection sensor in the street.

Proximity Cards

Proximity cards may be obtained at HOAMCO and are sold at cost. These magnetic cards when passed over the sensor located on the gate key pad pedestal will activate and open the entrance gate.

Key Pad entry:

Code programming:

Temporary gate codes will be provided for a **one day event only** and can be obtained by contacting the management company, HOAMCO. The resident must give at least 72 hours notice and no more than 6 days notice to obtain the gate code. Examples of events where a gate code will be provided are a birthday party, wedding reception or a special events party. **Note: Parking regulations will be applied to the invitees/guests.** Gate codes will not be given to vendors for individual residents, realtors or property managers. It is the responsibility of the resident to provide access.

Telephone programming:

Homeowners may request a local telephone line (land or cellular) be programmed into the gate memory. The homeowners name will be programmed into the memory along with the number. Homeowners may instruct their visitors to use the key pad on the access pedestal to "look up" their name by scrolling through the directory, then press the "dial" button. This will dial the phone number that was programmed in association to the resident. Upon answering the call, the homeowner may grant access to a visitor by pressing "9" on their phone. This will open the gate remotely granting access to a visitor. Visitors should be discouraged from "tailgating" into the community.

Misuse of gate:

Use of pedestal to post notices:

The gate access pedestal is not to be used as a bulletin board and affixing personal notices of any kind to the pedestal is prohibited. Affixing notices to the pedestal damages the finish on the pedestal. Homeowners posting notices of any kind to the pedestal will be subject to a fine and subject to possible cleaning and repair costs.

Pedestrian riding on the gate:

The gates are not for personal amusement and no pedestrian should ever "ride" on the gate as it opens or closes. Doing so can result in great personal injury and damage to the gate operators. Parents should instruct children that this is not appropriate. Damage caused by an individual "riding" on the gate will be subject to repair costs.

Entrance through the exit or north portion of the gate:

The exit portion of the gate should not be used as a means of entrance when the exit gate is in an opening cycle. Homeowners should inform their visitors or any person driving to their home, this is not acceptable. Entering through the exit portion of the gate is dangerous and could cause great personal injury to self and others. This could also cause great damage to the gate. Damage caused by this action shall be subject to repair costs.

Pedestrian Gates:

There are two pedestrian access gates in the Ventana Vista Community. One located on the south end of Avenida Vista Sol and one directly adjacent the vehicle entrance gate on the north side of the vehicle gate. These gates are accessed by numeric code and are for pedestrian use only. Motor vehicles such as motorcycles should not use these gates. To enter the gates, a numeric key pad is located on the outside of the gate. The numeric number is keyed into the key pad, a tone sounds and the gate may be entered. A numeric code may be obtained from the management company, HOAMCO.

Pedestrian gates are not to be blocked or fixed open.

Reporting misuse, damage, vandalism:

Ventana Vista is a private covenant protected community, all gates are the property of the homeowners of Ventana Vista. The cost to maintain and repair the gates comes from the association dues. It is important to report misuse, vandalism, or damage so that the appropriate measures may be taken to recover damages or prevent further damage. Repairing the gate costs the community as a whole.

Gate damage, vandalism or misuse should be reported to the management company, HOAMCO.

Remedies/Fines:

1st Occurrence

There will be an immediate violation notice. The Owner will be responsible for the cost of repair.

2nd Occurrence

There will be an immediate violation notice and fine of \$50.00. The Owner will be responsible for the cost and repair.

3rd Occurrence

There will be an immediate violation notice and fine of \$100.00. The Owner will be responsible for the cost and repair.

All remedies and fines shall be subject to the terms and conditions set forth in "The Third Amendment". Adopted and amended this 12 day of DECEMBER 2011 by:

Ventana Vista Homeowners Association:

President: 

Vice President: 

Treasurer/Secretary: 

Ventana Vista Homeowners Association
at Ventana Ranch West Community Association
Effective January 1, 2012

UNAUTHORIZED PARKING ON PRIVATE ROADS AND IN COMMON AREAS ASSESSMENT POLICY

Pursuant Section 9 paragraph E of the Third Amendment to Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ventana Ranch West, herein, "The Third Amendment"

WHEREAS, the sub-association (Ventana Vista Home Owners Association) herein "VVHOA" through its board of directors may, adopt, amend and repeal rules and regulations pertaining to the management, operation and use of Ventana Vista Common Areas, and

WHEREAS, there is a need to adopt a non conformance remedies structure to enable the Community Sub-Association (VVHOA) to uphold and enforce all Rules and Regulations and the covenants, conditions and restrictions of "The Third Amendment"

THEREFORE, pursuant Section 7 of the Third Amendment, "there shall be no parking by Owners, Residents or Tenants of Lots in Ventana Vista on the private roads or other Ventana Vista Common Area", a non conformance remedies structure need be adopted in the interest of upholding the covenants of the "Third Amendment" and the preservation of the Private Roads and Common Areas of Ventana Vista:

Damage to the common areas by an Owner, Resident, Tenant or their invitee in the act of violating the above referenced rules and regulations will be subject to an assessment for the cost to repair/replace damaged common areas, incurred by the association for such repairs. Such repairs include but are not limited to:

- 1) **Replacement of asphalt damaged from leaking oil or other such corrosive fluids from vehicles parked on the private streets of Ventana Vista.** Any vehicle parked on the private roads or common areas of Ventana Vista that are causing damage to the private roads or common areas from leaking fluids or other such corrosives shall receive a violation notice, certified mail (at the expense of the Owner) to remove the vehicle from Ventana Vista community within three (3) days of the date of the notice or be subject to immediate towing by the sub-association at the expense of the owner. The violation notice shall request for the Owner to advise the VVHOA Board of Directors via written communication thru the management company regarding the resolution of removing the oil or corrosive fluids within the same three (3) days. Should the VV Board of Directors not receive notification of resolution, the Board will take action by hiring a vendor to remove the oil/corrosive fluids and repair the affected area at the expense of the owner.

- 2) **Replacement of cracked or damaged sidewalks from vehicles parked on the sidewalks.** Vehicles parked on sidewalks (other than the sidewalk that directly intersects and is a portion of a homeowner's driveway) shall be subject to immediate towing by the sub-association at the owners expense.
- 3) **Damage to the landscaping as a result from parking on common areas.** Vehicles parked on any common area landscaping will be subject to immediate towing by the sub-association at the owners expense.
- 4) Any damage inflicted to the Common Areas by a resident or that of a residents invitee, as a direct result of non-compliance with the above referenced rule.

WHEREAS, the sub-association through its Board of Directors has the authority to safeguard the common areas in the interest of all homeowners, the following remedies for noncompliance are adopted for enforcement of the above rule:

- 1 Resident vehicles shall be registered with the VVHOA directly or through its designated management company.
- 2 Vehicles identified as residential vehicles parked on the private roads or common areas shall be sent a notice of violation outlining the following remedies. Violations shall be addressed in the following order:
 - a. First Violation – Notice of first violation sent to registered owner via registered mail.
 - b. Second Violation - Notice of second violation along with a \$50.00 fine via **Certified mail**.
 - c. Third Violation - Upon the third occurrence of violation the vehicle is subject to immediate towing by the sub-association. All cost of towing shall be at the expense of the homeowner.
 - d. Subsequent Violations – Subsequent violations will be subject to immediate towing and a \$100.00 fine.
 - e. Duration of violations – violations shall be recorded for a period of 12 months. A violation occurring 12 months after first violation shall not be considered a second violation.

WHEREAS, Invitees of an Owner, Resident or Tenant of Lots in Ventana Vista may park on the private roads of Ventana Vista for no more than seven (7) consecutive days as per Section 7 of "The Third Amendment" the sub-association adopts the following procedure for notifying the sub-association directly or through its designated management company of an invitees intent to park on the private streets of Ventana Vista for more than twelve (12) hours:

All owners, residents and tenants of Ventana Vista must notify the sub-association or its designated management company of their invitees intending to park on the private streets of Ventana Vista for a period exceeding twelve (12) hours. Such notification shall be made by the owner, resident

or tenant to the designated e-mail address or telephonically to the designated phone number to include the following information:

- 1 Name and Address of owner, resident or tenant hosting an invitee that intends to park on the private streets of Ventana Vista for more than a 12 hour period.
- 2 Name of registered owner of the vehicle
- 3 Make, Model and license plate of the vehicle
- 4 Dates (to and from) that the invitee intends to park on the private roads of Ventana Vista.

Pursuant to section 7 of "The Third Amendment", "An invitee's vehicle parked on said private roads for more than seven (7) consecutive days is subject to immediate towing by the Association."

All remedies and fines shall be subject to the terms and conditions set forth in "The Third Amendment", in conformance with and approval by the Association (Ventana Ranch West Community Association).

Adopted and amended this 12th day of DECEMBER, 2011 by:

Ventana Vista Homeowners Association:

President: [Signature]

Vice President: [Signature]

Secretary: Kurt Krutson

Treasurer: Kurt Krutson

Member: _____

Adopted and amended this 14 day of December, 2011 by:

Ventana Ranch West Home Owners Association:

President: Howard Deppoi

Secretary: Charlette Krutson

Ventana Vista Homeowners Association
Vehicle Registration Form

Owner's Name		
Property Address		
Mailing Address if different		
Tenant's Name(s) If applicable		
Vehicle #1	License Plate Number	State
Make	Model	Color
Vehicle #2	License Plate Number	State
Make	Model	Color
Vehicle #3	License Plate Number	State
Make	Model	Color
Vehicle #4	License Plate Number	State
Make	Model	Color

Please return to:
HOAMCO
 PO Box 67590
 Albuquerque, NM 87193-7590
 or
 Fax: (505) 888-4483
 or
kimberly@hoamco.com