



THIS AMENDMENT is made as of the 12th day of March, 2014. This amendment is executed by Bosque Encantado De C de Baca Homeowners' Association Inc., a New Mexico non-profit corporation.

WHEREAS, the Declaration of Covenants, Conditions & Restrictions of the Bosque Encantado De C' de Baca subdivision (the "Declaration") executed by Bosque Encantado De C' de Baca Homeowners Association Inc., were recorded on November 29th, 2006 as Document No. 200658323 in book 409, page 58323 Sandoval County, New Mexico real estate records, and set forth restrictions on certain real property in Sandoval County described therein, and

WHEREAS, sixty seven percent of lot owners voting in person, by absentee ballot, or by proxy at a regular or special meeting called pursuant to the By-Laws have consented to amend the "declaration", and Bosque Encantado de C' de Baca Homeowners' Association Inc. consents to the amendment.

THEREFORE, it is agreed:

1. The "Declaration" is amended and restated as follows:

Section 7.18 Landscape Maintenance of the Declaration of Covenants, Conditions and Restrictions for Bosque Encantado De C' de Baca Subdivision **shall now read.**

7.18 Lot Maintenance. Each Lot Owner shall remove weeds, fallen limbs, leaves and trash, and dead trees and bushes from the Lot, and shall properly water, mow, prune and otherwise maintain all landscaping on the Lot as approved so as to maintain an aesthetically pleasing appearance. Tree trunks (stumps) shall be cut to ground level. A tree shall be considered dead if it has not produced leaves during the growing season. Coniferous trees shall be considered dead when all of their needles are brown and no new growth occurs during the next growing season. Approved prairie grasses are not required to be mowed during the growing season and may be left in their natural state provided that weeds and dead vegetation growing in these grasses are removed on a regular basis. Such grasses shall be mowed by October 15th of each year. Weeds (of any height) and grasses growing in unpaved driveways shall be removed on a regular basis. Weeds shall not be allowed to grow to more than twelve inches (12") in height. **Scraping or other mechanical means of removing weeds from lots that disturbs the surface is prohibited.** All of the requirements set forth in this Section shall collectively be referred to as "landscape maintenance." If any Lot Owner shall fail or refuse, within fifteen (15) days after written notice is mailed to his/her last known address, to perform landscape maintenance in accordance with the requirements of this Section, whether or not a residence has been constructed, the Association shall have the option (but not the obligation) for the Association or its agents or contractors to enter upon such Lot to perform such maintenance, and any expenses or costs so incurred (including reasonable legal fees and court costs), together with interest at the Default Interest Rate on all sums advanced or paid, shall constitute indebtedness immediately due and payable from such Lot Owner and such indebtedness shall become an Individual Assessment, as set forth in

Section 12.3. The entry onto the Lot by the Association or its agents or contractors for fulfilling the requirements of this Section shall not be deemed a trespass.

Bosque Encantado De C'de Baca
Homeowners Association Inc.
a New Mexico non-profit corporation

By Norbert Neumann
President

The foregoing instrument was acknowledged before me this 21th day of April, 2014 by Norbert Neumann as President of Bosque Encantado De C'de Baca Homeowners' Association Inc, a New Mexico non-profit corporation.

Notary Public

Anne S. Brady

My Commission expires:

March 19, 2018

