

**Disclaimer:**

These covenants, as presented on the Sandia Heights Homeowners Association's (SHHA's) website, or distributed by SHHA, are solely for the user's convenience, and might not be the official recorded covenants filed with Bernalillo County. There might be changes, updates, and amendments to the attached covenants that an individual Unit has made and recorded with the County but has not provided to SHHA. SHHA accepts no responsibility for any omissions, updates, or errors made in typing and formatting the covenants for use on its website or for other distribution. In the event of any dispute, the covenants formally filed with Bernalillo County will be the final authority. Some Units have enclaves with their own homeowner association or with additional covenants which are enforced by said association.

**08728881**

**DECLARATION OF RESTRICTIONS**

**263**

**SANDIA HEIGHTS SOUTH, UNIT 24  
BERNALILLO COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS:

That SANDIA PEAK TRAM COMPANY, a New Mexico corporation, hereinafter called Grantor, being the owner of the following described property, situate in Bernalillo County, New Mexico, to-wit:

Lots numbered 1 through 54, inclusive, of SANDIA HEIGHTS SOUTH, UNIT 24, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 4th day of March 1987;

hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restriction of said property, subject to which all lots in said subdivision shall be sold or conveyed.

All the reservations and restrictions hereinafter set forth are made for the benefit of each and every subsequent owner of any portion of the land in said subdivision or any interest therein, and shall inure to and bind all subsequent owners thereof: said restrictions, reservations and covenants being as follows:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2010 A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be amended at any time by the affirmative vote of the then record owners of three-fourths (75%) of the residential lots in said Sandia Heights South, Unit 24.
2. If the parties hereto, or any of them, or their grantees, successors-in-interest or assigns, shall violate or attempt to violate any of the covenants herein provided, Grantor or any person or persons owning any real property in said Sandia Heights South, Unit 24, shall have the right to prosecute any action in the proper court to enjoin such party from violating such covenant, or to recover damages for such violation, or both.

3. Invalidation of any of these covenants shall in no way affect the validity of the other provisions, which will remain in full force and effect.
4. All lots in Sandia Heights South, Unit 24, are hereby designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than one story, single-family dwellings and buildings related thereto, except that this provision shall not prevent the combination of adjoining lots for one such dwelling; however, in no event shall any lot be further subdivided. The Grantor may dedicate one or more lots, or any portion thereof, as a park. Unit 24 is zoned SU-Residential for one story, planned units development.
5. An Architectural Control Committee (hereinafter called the "Committee") is hereby established, consisting of Robert M. Murphy, Louis Abruzzo and Cleve Matthews as the appointees, to serve for a period of ten (10) years from the date hereof and until their successors shall be appointed and qualify. Vacancies occurring either before the end of or as a result of the expiration of such 10-year term shall be filled by appointment or a successor by the members of the Committee, provided that within thirty (30) days of any appointment, owners of a majority of the residential lots may select other appointees in their stead.
6. **BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, REMODELING, OR ALTERATION OF ANY BUILDING, SWIMMING POOL, WALL, FENCE, TANK, ANTENNA, OR OTHER STRUCTURE WHATSOEVER, ON ANY LOT, PLANS SHALL BE SUBMITTED TO THE GRANTOR FOR TRANSMITTAL TO THE ARCHITECTURAL CONTROL COMMITTEE:**
  - a. Preliminary floor plans, elevations and location of the structure on the lot; and
  - b. After approval of preliminary plans, two complete sets of the final plans and specifications for said work.

No structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of any structures proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.

7. Any visible heating or air conditioning equipment shall be thoroughly screened. No unscreened roof-mounted heating and air conditioning equipment will be approved. Solar heating equipment will be considered for approval based on the merit of its design, and the manner in which it is constructed so as not to detract from other homes in the Subdivision. Roof-mounted equipment will be difficult to conceal; however, if the color and structure is done in good taste, this type of installation can be considered for approval.
8. The Architectural Control Committee WILL NOT APPROVE the following:

- a. WHITE ROOFING MATERIAL.
  - b. TRANSLUCENT OR TRANSPARENT GARAGE DOORS.
  - c. CHOICE OF EXTERIOR COLORS WHICH TO DO NOT BLEND INTO THE NATURAL TERRAIN.
  - d. OUTSIDE CLOTHESLINES WHICH ARE VISIBLE FROM ANY DIRECTION.
  - e. BUTANE OR PROPANE TANKS.
  - f. BRICK OR BRICK VENEER EXTERIOR.
9. The Architectural Control Committee is authorized to charge not more than \$250 for review plans for structures and alternations. At the time of submission of the plans and specifications as set forth herein, the owner shall pay said fee in advance to the Grantor. The Committee shall approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Grantor.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of this Declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or if the structure shall unduly interfere with the view from nearby residences, or if the Committee deems said plans and specifications to be contrary to the interest and the welfare and rights of all or any part of Sandia Heights South, Unit 24. The decision of the Committee in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Sandia Heights South, Unit 24, without the prior consent of the Committee.

Neither the Committee, its members, nor the Grantor shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Committee or the Grantor, or for any work done pursuant to the requested changes of said plans and specifications.

10. No trade or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done on any lot which shall constitute an annoyance or nuisance to the neighborhood.
11. No trash or garbage shall be burned on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view by an attractive enclosure.
12. No trailer, tent, shack, garage or other outbuilding shall be used as a residence, temporarily or permanently.
13. No commercial type vehicles, trucks, campers, boats, house trailers, mobile homes, recreational vehicles, or camper trailers shall be visibly parked or stored on any residential lot except in enclosed garages, or parked on any residential street or alley

except while engaged in transport to and from a residence. For the purpose of this covenant, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck. Such vehicle shall be deemed a commercial vehicle or truck when equipped with a camper and shall not be exempt from the restrictions heretofore mentioned in this section.

No unused automobiles or vehicles of any kind except hereinabove provided shall be stored or parked on any lot except in a closed garage. An "unused vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of 30 consecutive days or longer. In the event any unused vehicle remains parked on any tract or lot within the property boundaries, the Grantor shall have the right to remove the same after 48 hours notice to the owner thereof, the expenses to be charged against the owner thereof, and such charges shall become a lien upon the recording of a notice of lien and shall be enforceable.

There shall be no overhauling or rebuilding of any vehicle or machine in any driveway or street, or in front of any property.

14. The exterior of all buildings on all lots shall be finished according to plans approved by the Architectural Control Committee within twelve (12) months of start of construction.
15. Each residence shall be provided with a method of sewage disposal meeting the recommended standards of the Environmental Impact Division of the State of New Mexico and approved by the Architectural Control Committee. Garbage and waste shall be kept in covered metal containers.
16. Landscaping: No Chinese elms, Poplar, cotton-bearing Cottonwood trees or Bermuda grass shall be maintained on any lot. Lawns shall be in an enclosed area in the rear of the lot. Natural vegetation is to be restored to its original state whenever and wherever possible within 180 days of the completion of construction of the house located on any lot. All front yards, side yards facing the street on corner lots and rear yards facing an internal subdivision street must be landscaped with natural plants and/or southwestern type landscape within six (6) months of completion and/or occupancy of the unit. All dead vegetation, including trees, shall be removed within thirty (30) days. Plantings to be trimmed and cut as necessary at regular intervals to maintain them in a neat and attractive manner.
17. Without specific approval of the Architectural Control Committee, no grouping of trees shall be planted to constitute a screen. Each dwelling shall be developed in such a manner as to comply with the standards of the Albuquerque Metropolitan Arroyo Flood Control Authority or its successor then in force. Public agencies and Grantor or its designee shall have the right to enter upon all drainage easements for construction and maintenance of drainage facilities.

18. Access roads and utility easements are dedicated and reserved as shown on the Plat of the subdivision. All rights to minerals, water, oil and natural gas underlying the property are reserved to the Grantor.
19. No animals shall be kept on any lot except domestic cats and dogs. Keeping of these animals will be in accordance with County ordinances.
20. No wire fences shall be maintained in the residential area of the subdivision, except by Grantor, on subdivision boundaries. Fences, walls and patios must adhere to approval by the Architectural Control Committee. No signs of more than five (5) square feet shall be maintained within the subdivision after completion of the original development and sale of the dwelling units unless specifically approved by the Architectural Control Committee. All signs, other than a typical "for sale" or "for rent" sign, must be approved by the Architectural Control Committee.
21. No lot may be further subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot. No room or rooms in any residence may be rented or leased to any person, providing, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire lot together with its improvements as a single unit to a single family.
22. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots, and all easement areas encompassed within the exterior boundaries of said lot, clear of trash, rubbish or noxious materials.
23. Antenna receiver discs, basketball backboards, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighborhood residential units and streets. No clotheslines shall be erected on any lot. Radio/TV antennas and satellite discs must have specific approval by the Architectural Control Committee prior to installation.
24. No unshaded flood lights shall be maintained which cause light to shine directly into the home of any other resident in the subdivision.
25. In the event that any structure is destroyed, wholly or partially, by fire or any casualty, such structure shall be promptly rebuilt or repaired to conform to this Declaration or shall be removed from the lot.
26. In the event any owner fails to remove debris or unsightly material, the Grantor may remove said debris or unsightly material and charge to cost of removal, including reasonable overhead charge, against the owner together with interest. If such charge is not paid to the Grantor within thirty (30) days after written notice to the owner demanding payment, the assessment shall bear interest from the date of said notice at the rate of fifteen percent (15%.) per annum and the Grantor may bring an action at law against the owner obligated to pay the same. Such charges shall become a lien against the lot or tract concerned upon recording of a notice of lien and said lien may be foreclosed

by the Grantor against the properties the same as any mechanic's lien, and interest costs and reasonable attorney fees of any such action shall be added to the amount of such lien. Said notice of lien shall state the amount which has become due, a description of the property and the name of the owner or reputed owner of such property. Such notice shall be executed by the Grantor, or its agent, and acknowledged. Upon the satisfaction of said lien, the Grantor or its agent shall issue a further notice similarly signed and acknowledged, stating that said lien has been satisfied and releasing the same. Each owner of any lot or tract by his acceptance of a conveyance of said lot or tract hereby vests in the Grantor, its agents or assigns, the right and power to bring all actions against such owner personally for collection of all charges provided for in this Declaration of Restrictions, and to enforce any such lien by all means available for the enforcement of such liens, including foreclosure in like manner as a mechanic's lien, a mortgage or deed of trust lien on said property. The Grantor, its agents or assigns, shall have the power to bid in any interest foreclosed at the foreclosure sale. Said lien shall be subordinate to the lien or charge of any prior mortgage or deed of trust for value on said property.

27. Any and all of the right, title, interest and estate given to or reserved by the Grantor herein or on the plat may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Bernalillo County, New Mexico, and whatever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.
28. **Garage Doors:** Garage doors shall be kept closed at all times except when in immediate use.
29. **Roads and Utilities.** Access roads and utility easements are dedicated and reserved as shown on the recorded plat of the property. No additional access roads or driveways, either public or private, shall be constructed directly from any lot or tract to Tramway Boulevard or Tennyson Road, other than those as shown on the plat of the property. No utilities on lots or tracts within the property shall be installed or maintained above ground, except during construction.
30. **Special Easement for Construction and Maintenance.** Certain residential structures in SANDIA HEIGHTS SOUTH, UNIT 24, are constructed close to the next lot line. There is hereby established an easement approximately five feet (5') in width running parallel to each such wall located close to or adjacent to the lot line, upon each adjacent lot, for the purpose of construction and maintenance of walls and buildings so located. The owner of the residence containing such a wall shall have the right at all reasonable times to enter such portion of the adjacent lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the exterior walls; provided, however, that such access shall be permitted only at reasonable times during daylight hours, and with the prior knowledge of the owner of the adjacent lot.

The owner of such adjacent lot shall avoid any action which shall in any way damage the wall located close to or adjacent to his lot line and shall refrain from

attaching any objects to such walls such as wires, trellises and plantings, defacing the wall in any manner, placing graphics or other design work, whether painted or otherwise, on such wall, or using the wall as a playing surface for sport.

The owner of the residence containing such wall shall similarly be prohibited from attaching anything to such wall or from altering it in any way other than painting the wall in such manner as shall be approved by the Architectural Control Committee and, in addition, shall take no other action except as specifically contemplated herein in connection with such wall which shall interfere with the owner of the adjacent lot.

31. If and when the property of SANDIA HEIGHTS SOUTH, UNIT 24, meets the statutory annexation requirements enabling annexation of the property to the City of Albuquerque, such property shall, at the option of the city, be so annexed and become a part of the City. At such time of annexation, if ever, all property owners may be required to pay their proportionate share of bringing the water and sewer systems servicing the property into compliance with all applicable standards imposed by the appropriate governmental authorities.

No delay or omission on the part of the undersigned, its successors or assigns, or of the owners of other lots in said subdivision having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein: and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, for or on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of said covenants, restrictions, or reservations.

Signatures on file in the SHHA office.

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**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
SANDIA HEIGHTS SOUTH, UNIT 24  
BERNALILLO COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT amends that certain Declaration of Restrictions, Sandia Heights South, Unit 24, Bernalillo County, New Mexico, dated March 11, 1987, filed March 23, 1987, as Document No. 08728881, in Book Misc. 466A, Pages 263-267, records of the County Clerk of Bernalillo County, New Mexico.

The undersigned, being the record owners of more than three-fourths (3/4) of the residential lots located within SANDIA HEIGHTS SOUTH, UNIT 24, do hereby place this

South Unit 24

further restriction upon said property hereinafter described, subject to which the property shall be maintained, sold and conveyed. The legal description of the property so restricted is as follows:

Lots numbered 1 through 54, inclusive, SANDIA HEIGHTS SOUTH, UNIT 24, as the same are shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 4, 1987.

The following restriction is hereby imposed upon the lots heretofore described:

By acceptance of a deed to his or her property, each owner of a residence or lot in Sandia Heights South, Unit 24, agrees to be a member of UNIT 24 HOMEOWNERS ASSOCIATION, a New Mexico corporation, formed pursuant to the Nonprofit Corporation Act, the member of which shall be the owners of dwelling units or lots within Sandia Heights South, Unit 24, which ownership shall be the only criterion for membership in the Association.

The Association is for the purpose of promoting the health, safety, community welfare, and general welfare of the residents within Sandia Heights South, Unit 24, and its primary functions shall be as follows:

- a. To provide weed control and to maintain lands, trees or other plantings in the planting areas included within the rights-of-way of Tramway Terrace Court NE;
- b. To collect from residents and to pay to the municipality or the utility company for services such as water, and to supplement municipal services in connection with the maintenance of the read identified in subparagraph (a) above;
- c. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments; to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- d. Enforce any and all covenants, restrictions, and agreements applicable to SANDIA HEIGHTS SOUTH, UNIT 24.

This Amendment may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

DATED at Albuquerque, New Mexico, this 24th day of June, 1987.

WITNESS the hand and seal of the undersigned this 24th day of June, 1987.

Signatures on file in the SHHA office.

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**SECOND AMENDMENT TO  
THE DECLARATION OF RESTRICTIONS OF  
SANDIA HEIGHTS SOUTH, UNIT 24**



South Unit 24

This SECOND AMENDMENT to the DECLARATION OF RESTRICTIONS of SANDIA HEIGHTS SOUTH, UNIT 24, is entered into by and between the record owners of the lands comprising more than seventy-five percent (75%) of the parcels of land in SANDIA HEIGHTS SOUTH, UNIT 24.

WHEREAS, SANDIA HEIGHTS SOUTH, UNIT 24 is more particularly described on the plat of said Subdivision as such plat was filed with the County Clerk of Bernalillo County on March 4<sup>th</sup>, 1987, in Plat Book C33, Folio 14 (1-4); and

WHEREAS, The Declaration of Restrictions of SANDIA HEIGHTS SOUTH, UNIT 24 was filed with the County Clerk of Bernalillo County on 4 March 1987 in Book Misc. 466-A, Pages 263-267 as Document Number 87-288881; and

WHEREAS, The First Amendment to the Declaration of Restrictions of SANDIA HEIGHTS SOUTH, UNIT 24 was executed on 24 June, 1987; and

WHEREAS, The Declaration of Restrictions of SANDIA HEIGHTS SOUTH, UNIT 24 was administratively amended, by voice vote, at the August 1993 general meeting, to reflect street name changes; and

WHEREAS, the record owners of more than seventy-five percent (75%) of the lots in SANDIA HEIGHTS SOUTH, UNIT 24 have voted to amend the Declaration of Restrictions of said SANDIA HEIGHTS SOUTH, UNIT 24, as shown by the ballots on file at the office of the SANDIA HEIGHTS SOUTH, UNIT 24 Homeowners Association.

NOW, THEREFORE BE IT RESOLVED that the Declaration of Restrictions of SANDIA HEIGHTS SOUTH, UNIT 24 is hereby amended as follows:

1. Paragraph number seven (7) is amended to read as follows:

“7. Any visible heating or air conditioning equipment shall be painted a color to match the existing background color or thoroughly screened and the screen shall be kept in good condition and painted a color to match the existing background color. No roof mounted heating or air conditioning equipment will be approved unless the above conditions are adhered to. Solar heating equipment will be considered for approval based on the merit of its design and the manner in which it is constructed so as not to detract from other homes in the subdivision. Roof-mounted equipment will be difficult to conceal; however, if the color and structure is done in good taste, this type of installation can be considered for approval.”

All provisions of the above noted Declaration of Restrictions of SANDIA HEIGHTS SOUTH, UNIT 24 not specifically changed or modified herein shall remain in full force and effect.

South Unit 24

This Amendment is consented to by the owners of record of the lands comprising more than seventy-five (75% of the lands comprising SANDIA HEIGHTS SOUTH, UNIT 24, as attested to by the voting roster attached hereto and the signed votes on file with the SANDIA HEIGHTS SOUTH, UNIT 24 Homeowners Association, which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Amended on the day hereafter noted.

Witness My Hand and Seal this 23<sup>rd</sup> day of April, 1999.

Signatures in file in the SHHA office.



2-B San Rafael Avenue NE  
 Albuquerque, NM 87122  
 Tel: (505) 797-7793 Fax (505) 856-8544  
 www.sandiahomeowners.org  
 Email: shha@sandiahomeowners.org

September 22, 2014

County Clerk  
 One Civic Plaza NW 6<sup>th</sup> Floor  
 Albuquerque, NM 87102-9854

Dear Sir or Madam:

A Declaration of Restrictions for the described property, situated in Bernalillo County, New Mexico, Lots numbered 1 through 54, inclusive, of SANDIA HEIGHTS SOUTH, UNIT 24, as the same is shown and designated on the plat thereof was filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 4th day of March 1987. A First Amendment to the Covenants was filed on June 24, 1987, which in part established a Unit 24 Homeowners Association.

**Board of Directors**

Joe Pappé  
 President

Bob Bower  
 Vice President

George Connor  
 Secretary

Woody Farber  
 Treasurer

Don Aunapu

Anne Manning

Meeko Oishi

Michael Pierce

Josephine Porter

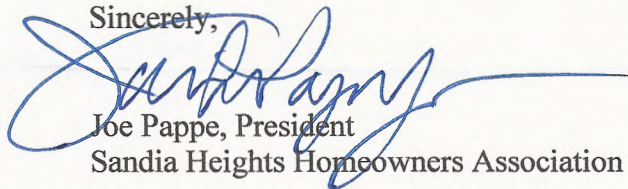
Emily Rudin

Dick Wavrik

On November 11, 2013 an application was submitted to the New Mexico Secretary of State for dissolution of the Unit 24 Homeowners Association (NMPRC Corp#1513191). The State issued a Certificate of Dissolution on December 2, 2013. While the First Amendment of the Unit 24 Covenants is greatly changed, as the successor Grantor the position of the Sandia Heights Homeowners Association (SHHA), with respect to the Unit 24 Covenants is as follows:

Memorandum of Explanation for Unit 24 Covenant Enforcement SHHA will continue to handle all items stipulated in Paragraphs 1 – 31 and in Amendment 2 of the Declaration of Restrictions, Sandia Heights South, Unit 24. SHHA will not be responsible for items as listed in Amendment 1.

Sincerely,

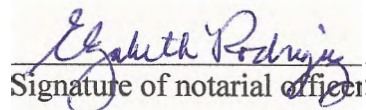


Joe Pappé, President  
 Sandia Heights Homeowners Association

State of New Mexico  
 County of Bernalillo

This instrument was acknowledged before me on October 17, 2014 by  
Joe Pappé

SEAL

  
 Signature of notarial officer



OFFICIAL SEAL  
 Elizabeth Rodriguez  
 NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 10/01/2016

Doc# 2014085209



**OFFICE OF THE SECRETARY OF STATE**  
**NEW MEXICO**

*Certificate Of Dissolution*

OF

**UNIT 24 HOMEOWNERS ASSOCIATION**

**1513191**

The Office of the Secretary of State certifies that the Articles Of Dissolution, 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 and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Dissolution and attaches hereto a duplicate of the Articles Of Dissolution.

Dated : **December 2, 2013**

**In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.**



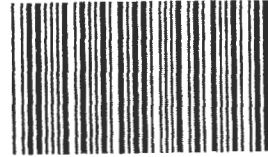
A handwritten signature in cursive script, reading "Dianna J. Duran", is written over a horizontal line.

**Dianna J. Duran**  
**Secretary of State**



New Mexico Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501  
(800) 477-3632 · www.sos.state.nm.us



SUBMIT ORIGINAL AND A COPY  
TYPE OR PRINT LEGIBLY

Nonprofit Corporation  
ARTICLES OF DISSOLUTION

Pursuant to the provisions of Section 53-8-51 of the New Mexico Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Dissolution for the purpose of dissolving the corporation:

ARTICLE ONE: The name of the corporation is (include NM CORP #)  
UNIT 24 HOMEOWNERS ASSOCIATION NMSPRC CORP# 1513191

ARTICLE TWO: (select the appropriate action taken)

The date of the meeting of members at which the resolution to dissolve was adopted was OCTOBER 26, 2013. A quorum of the members entitled to vote was present and the amendment received at least two-thirds (2/3) of the votes which members present at the meeting or represented by proxy were entitled to cast, or the resolution was adopted by a consent in writing signed by all members entitled to vote thereon.

OR

The date of the meeting of the board of directors at which the resolution was adopted was \_\_\_\_\_. The corporation has no members, or no members entitled to vote thereon, therefore the resolution to dissolve was adopted by a majority vote of the board of directors in office.

ARTICLE THREE: (select the appropriate statement)

A copy of the plan of distribution as adopted by the corporation is **attached**.

OR

No plan of distribution was adopted.

ARTICLE FOUR: All debts, obligations and liabilities of the corporation have been paid and discharged or adequate provision has been made therefore. All remaining property and assets of the corporation have been transferred, conveyed or distributed in accordance with the provisions of the Nonprofit Corporation Act. There are no suits pending against the corporation in any court, or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit.

Dated: 11-26-2013 UNIT 24 HOMEOWNERS ASSOCIATION #1513191

Two officers must sign: By [Signature] Treasurer, TREASURER

By [Signature] Secretary, SECRETARY

NOTE: ATTACH THE CLEARANCE FOR DISSOLUTION TO THESE  
ARTICLES OF DISSOLUTION  
Form DNP-DV (revised 6/13)

RECEIVED  
SOS  
Corporation Bureau  
DEC 09 2013