

**CALLE FELIBERTO ROAD MAINTENANCE AGREEMENT**

This Calle Feliberto Road Maintenance Agreement (“Road Maintenance Agreement”) is made effective as of the      day of     , 202    , by and among certain property owners served by Calle Feliberto Road.

*WHEREAS*, Calle Feliberto Road is a private road located in Taos County; and

*WHEREAS*, the owners of certain properties served by Calle Feliberto Road wish to set forth their agreement for road maintenance of the Calle Feliberto Road and for their membership in the Calle Feliberto Road Maintenance Association, for the purpose of administering and enforcing the obligations of the parties hereunder.

*NOW THEREFORE*, it is hereby agreed as follows:

**ARTICLE I**  
**DEFINITIONS**

TAOS COUNTY  
VALERIE RAEL MONTOYA, CLERK  
000452047  
Book 1084 Page 651  
1 of 12  
04/12/2021 10:52:24 AM  
BY ANNA

"Calle Feliberto Properties" shall mean and refer to the properties served by Calle Feliberto Road, as shown on Exhibits “A, A1 and A2” and made a part hereof for all purposes.

"Lot" shall mean and refer to any parcel located within the “Calle de Feliberto Properties.”

"Legacy Lot" shall mean and refer to any Lots described on Exhibit “B” to the Road Maintenance Agreement, for so long as such Lot is owned by the same record owner as the person or persons who own it on the effective date of the Road Maintenance Agreement or to their descendants.

"Improved Lot" shall mean and refer to any Lot which is not a Legacy Lot and which is improved with a residence which has received a certificate of occupancy.

"Unimproved Lot" shall mean and refer to any Lot which is not a Legacy Lot and upon which there is not a residence which has received a certificate of occupancy.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

“Road” shall refer to Calle Feliberto Road, as identified on Exhibit “A.”

“Association” shall mean and refer to Calle Feliberto Road Maintenance Association, Inc., its successors and assigns.

“Bylaws” shall mean the Amended Bylaws attached as Exhibit “C,” as they may be further amended from time to time.

"Member" shall mean and refer to every person holding a membership in the Association by virtue of his/her or its execution or ratification of this Agreement, and any successor in interest to such person.

"Maintenance" is all reasonable maintenance, repairs, and improvements, including snow removal, performed upon the Calle Feliberto Road.

"Assessment" is the annual amount levied by the Association to each Lot owned by a Member for costs related to the Association's Maintenance and administration.

**ARTICLE II**  
**NEW MEXICO HOMEOWNER ASSOCIATION ACT**

TAOS COUNTY  
VALERIE RAEL MONTOYA, CLERK  
000452047  
Book 1084 Page 652  
2 of 12  
04/12/2021 10:52:24 AM  
BY ANNA

The New Mexico Homeowner Association Act, NMSA 1978 §§47-16-1 to 47-16-16 (the "HAA"), has numerous provisions which indicate it is intended to apply to the Calle Feliberto Road Maintenance Association described in Article III hereof. Accordingly, the Members agree that they are a "declarant," this Agreement is a "declaration," and the Calle Feliberto Road Maintenance Association described in Article III hereof is a "homeowner association" under the HAA. Each Member agrees that, in the event of a sale of such Member's Lot, to provide the purchaser copies of this Agreement, the bylaws for the Association, any rules for the Association, and a disclosure certificate from the Association.

**ARTICLE III**  
**CALLE DE FELIBERTO ROAD MAINTENANCE ASSOCIATION**

The Calle Feliberto Road Maintenance Association is incorporated as a New Mexico nonprofit corporation under the Nonprofit Corporation Act, NMSA 1978, §§ 53-8-1 to 53-8-99. All persons or entities which execute or ratify this Agreement, and any successors in title to such person or entity, are Members of the Association and bound by this Agreement.

**A. Responsibility and Authorization.** The Association is authorized perform Maintenance of Calle Feliberto Road. The Board of Directors of the Association is authorized and shall be obligated to perform all reasonable Maintenance, administrative, and collection actions, subject to the Bylaws of the Association, as may be amended from time to time.

**B. Homeowner Association Act.** The Board of Directors shall (1) cause a "notice of homeowner association," to be filed with the Taos County Clerk's office within thirty (30) days of the recordation of this Agreement, as required under NMSA §47-16-4; (2) make all financial and other records described in NMSA §47-16-5 (C) available to Owners within ten (10) days of request; (3) provide any Owner, within ten (10) days of receipt of a written request, with a record able statement setting forth the amount of unpaid assessments; (4) provide upon request of an Owner a disclosure certificate containing the information listed in NMSA §47-16-2 (L); (5) complete an annual financial audit, review or compilation within 180 days of the end of each

fiscal year, and make such audit, review or compilation available upon request to Owners within thirty (30) days of its completion; and (6) otherwise comply with the HAA.

**C. Voting.** Each Member shall have one vote, regardless of the number of Lots owned by the Member. When more than one Owner holds an interest in a Lot, the percentage voting right between such Owners shall be determined among those Owners themselves, but in no event shall fractions of a vote or more than one vote be cast with respect to any such Lot. In the event a real estate installment contract of purchase is executed upon any Lot, where the contract purchaser has the right of possession to the land and therefore equitable title thereto, the contract purchaser, and not the contract seller, shall be the Member holding the voting right, unless an agreement between the contract seller and contract purchaser provides to the contrary.

**Assessment.** The Board of Directors of the Association shall determine the Assessment for costs related to Maintenance and administration to be levied upon each Lot which is owned by a Member, subject to the bylaws of the Association, as may be amended from time to time; provided, however, the Assessment for each Legacy Lot shall never exceed Twenty Five and 00/100 Dollars (\$25.00). The initial assessment for each Improved Lot shall be Two Hundred and 00/100 Dollars (\$200.00); and the initial assessment for each Unimproved Lot shall be One Hundred and 00/100 Dollars (\$100.00). Further, an assessment of \$150 shall be levied for construction associated with converting an Unimproved Lot to an Improved (dwelling) Lot. For any developed lot that runs a cottage industry / home occupation that impacts the road with added traffic, or rents out a room or second building on their property, there will be an additional annual Assessment of \$200.

**D.** The Board of Directors is authorized to levy additional assessments; provided, the cost for each Improved Lot shall be twice the assessment for each Unimproved Lot. Assessments collected by the Association shall be used to provide for the reasonable Maintenance, for administrative costs and attorney fees incurred in the collection of Assessments and defense of the Association.

**E. Collection.** If the Assessment levied herein is not paid in full within thirty (30) days of the date due, the unpaid portion of the Assessment shall become delinquent and shall bear interest from the date of delinquency at the annual rate of percent (10%) per annum. The Assessment as to each Lot shall include accrued interest, costs, and reasonable attorney's fees incurred for the collection thereof, shall be the obligation of the Owner of the Lot at the time the Assessment is levied, and shall constitute a lien against the Lot until paid in full. The Association may, at its option, bring an action at law to foreclose the lien, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in, and prosecuting, such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

**F. Subordination.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot.

**G. Waiver.** The failure of the Association to enforce any provisions of this

TAOS COUNTY  
VALERIE RAEL MONTONA, CLERK  
000452047  
Book 1084 Page 653  
3 of 12  
04/12/2021 10:52:24 AM  
BY ANNA

Agreement shall not be deemed a waiver or limitation of the Association's right to subsequently enforce and compel strict compliance with every provision herein.

TAOS COUNTY  
VALERIE RAEI MONTOYA, CLERK  
000452047  
Book 1084 Page 654  
4 of 12  
04/12/2021 10:52:24 AM  
BY ANNA

**ARTICLE IV**  
**EFFECTIVENESS OF AGREEMENT**

This Agreement shall become effective only as to those Lots whose Owners have either signed and acknowledged their signatures or ratified the Agreement as provided in Article V below.

**ARTICLE V**  
**SUBSEQUENT RATIFICATION**

Any other owner of a Lot may become a Member and bind the Lot to the rights and obligations set forth herein by: (1) fully and accurately completing, executing, and acknowledging the Ratification form attached hereto as Exhibit "D;" (2) filing said ratification form in the Taos County records; and (3) providing a copy of the recorded ratification to the Association.

IN WITNESS WHEREOF, the undersigned execute and acknowledge this Road Maintenance Agreement, representing that they have full authority to do so and that no other persons or entities have an ownership interest in the property they intend to make subject to this agreement.