



DEVELOPMENT APPLICATION

PROJECT INFORMATION

Title: Sonja Martinez Shed Project

Project Address: 2439-46th Apt A² Los Alamos, N.M. 87544

Description: Application for 192 sqft shed to be 5ft from the rear property line where 15ft min is required. Requesting mill creek shed 12x16x10 - Kit Assembly Shed

Check all application types, if applicable: *A 10 foot variance *←

- ☐ Administrative Deviation ... \$25
- ☐ Administrative Wireless Telecom ... \$250
- ☐ Encroachment Permit ... \$25
- ☐ Temporary Use Permit ... \$25
- ☐ Comprehensive Plan Adoption & Amendment* ... \$250
- ☐ Conditional Use Permit* ... \$300
- ☐ County Landmark or Historic District Adoption/Amendment* ... \$250
- ☐ Development Plan* ... \$500
- ☐ Major Development Plan Amendment* ... \$500
- ☐ Minor Development Plan Amendment ... \$250
- ☐ Summary Plat... \$100 plus \$25 lot; \$10 / acre for non-residential
- ☐ Sketch Plat, Subdivision* ... \$250 plus
\$175/lot (1-10 lots)
\$125/lot (11-30 lots)
\$75/lot (30+ lots)
- ☐ Preliminary Plat, Subdivision* ... \$250 plus
\$175/lot (1-10 lots)
\$125/lot (11-30 lots)
\$75/lot (30+ lots)
- ☐ Final Plat, Subdivision* ... \$250 plus
\$175/lot (1-10 lots)
\$125/lot (11-30 lots)
\$75/lot (30+ lots)
- ☐ Landscaping Plan ... \$500
- ☐ Lighting Plan ... \$500

- ☐ Site Plan* ... \$500 plus
\$75 per/Million \$ estimated construction cost

Estimated Construction Cost: _____

- ☐ Major Site Plan Amendment* ... \$500
- ☐ Minor Site Plan Amendment ... \$250
- ☐ Major Zone Map Amendment* ... \$150
No fee if initiated by County Council or County Manager
- ☐ Minor Zone Map Amendment* ... \$150
No fee if initiated by County Council or County Manager
- ☐ Master Plans* (Major, Minor) ... \$250
- ☐ Text Amendment* ... \$150
No fee if initiated by County Council or County Manager
- ☒ Variance ... \$250
No fee if application is a part of a Site Plan review
- ☐ Administrative Wireless Telecommunication Facility ... \$250
- ☐ Discretionary Wireless Telecommunication Facility* ... \$500
- ☐ Small Wireless Facility ... \$250
- ☐ Major Historic Demolition* ... \$250
- ☐ Major Historic Property Alteration Certification* ... \$250
- ☐ Minor Historic Property Alteration Certificate ... \$250

* Application reviews require a pre-application meeting.

PROPERTY & OWNER INFORMATION

Property Address:	<u>2439-46th Apt A[#]</u>	<u>Los Alamos</u>	<u>N.M.</u>	<u>87544</u>
	<small>Address</small>	<small>City</small>	<small>State</small>	<small>ZIP</small>
Zoning District:	<u>MFR-L</u>	Lot Size - Acres / Sq. Ft.:	<u>4,777 12,390 ft²</u>	
Existing Structure(s) Sq. Ft.:	<u>1,034 1906 ft²</u>	Lot Coverage:	<u>15 %</u>	
Property Owner(s) Name:	<u>Sonja A. Martinez</u>			
Owner(s) Email:	<u>sonja.mtz@gmail.com</u>			
Owner(s) Phone(s)#:	<u>505-699-2129</u>			
<input checked="" type="checkbox"/> Owner's Address same as Property Address				
Owner(s) Address:	<u>2439 46th St Apt A</u>	<u>Los Alamos</u>	<u>NM</u>	<u>87544</u>
	<small>Address</small>	<small>City</small>	<small>State</small>	<small>ZIP</small>

APPLICANT / OWNER'S AGENT INFORMATION

<input checked="" type="checkbox"/> Applicant is same as Owner				
Applicant Name:	<u>Sonja A. Martinez</u>			
Applicant Address:	<u>2439 46th Apt A</u>	<u>Los Alamos</u>	<u>NM</u>	<u>87544</u>
	<small>Address</small>	<small>City</small>	<small>State</small>	<small>ZIP</small>
Applicant Email:	<u>sonja.mtz@gmail.com</u>			
Applicant Phone(s)#:	<u>505.699.2129</u>			

ASSOCIATED APPLICATIONS

Application Type:	
Case Number:	
<i>I hereby certify and affirm, under penalty of perjury, that the information I have provide in this application is true and accurate to the best of my knowledge, information, and belief. [NMSA 1978, §30-25-1]</i>	
Signature:	<u>Sonja A. Martinez</u>
Date:	<u>1-15-2025</u>

STAFF USE ONLY

Date Received:	Staff: djl
Case No.#: VAR-2024-0005	Meeting Date: MAY 28, 2025

SUBMITTALS

<input type="checkbox"/> Proof of Ownership or Letter of Authorization from Owner	<input type="checkbox"/> Complete Application - Date: _____
<input type="checkbox"/> Items from associated Application Checklist	<input type="checkbox"/> Payment - Accepted upon verification of a complete application - Date: _____

VARIANCE CHECKLIST

Applicants for all development application reviews must complete this checklist and submit it with the Development Application. Refer to the referenced code sections for additional information. Contact the Planning Division with questions regarding these requirements: planning@lacnm.us.

PRE-APPLICATION MEETING

Date Held:

SITE PLAN

Scaled site plan at a minimum of 1" = 100' that illustrates the following:

- ☐ Graphic Scale and North Arrow
- ☐ Property Lines according to recorded survey
- ☐ Existing and proposed structures
- ☐ Existing and proposed easements
- ☐ Existing and proposed setbacks
- ☐ Existing and proposed utility lines

ELEVATIONS

Elevation drawing(s) at a minimum scale of 1/8" = 1' that indicates:

- ☐ Height (above existing grade) of all four sides

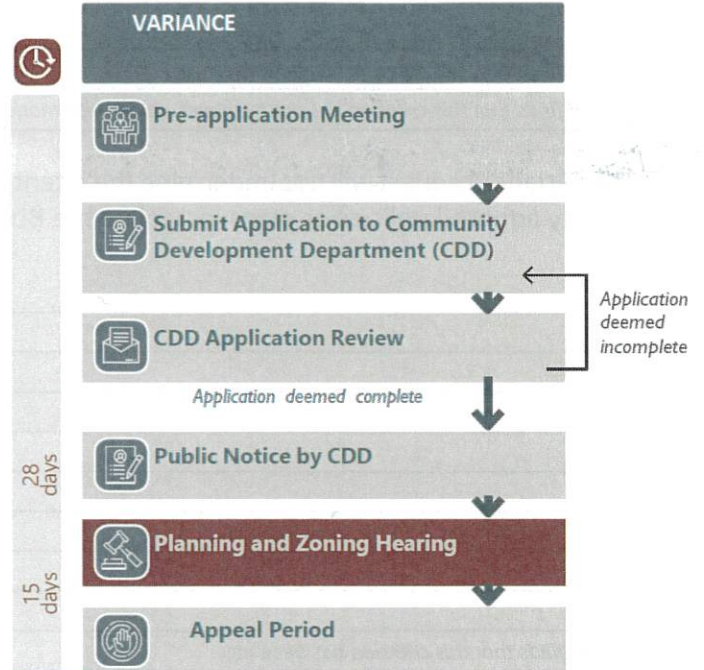
LOT COVERAGE

Existing (%): 15

Proposed (%): 17

ADDITIONAL SUBMITTALS

Based on staff's review and Interdepartmental Review Committee's recommendation – additional submittals may be required and will be communicated to the applicant by the assigned Case Manager.



See Reverse.

DECISION CRITERIA 16-74(g)(3)

- a. The variance will not be contrary to the public safety, health, or welfare. Explain.

No.

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

- b. The variance request will not undermine the intent of the Development Code, the applicable zone district, other County adopted policies or plans, or violate the Building Code. Explain.

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

- c. Granting of the variance will not cause an intrusion into any utility or other easements unless approved by the owner of the easement. Explain.

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

DECISION CRITERIA 16-74-(g)(3)

- d. The variance request is caused by an unusual physical characteristic or hardship inherent in the lot or lot improvements and that the peculiarity or hardship is not self-imposed. Explain.

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

- e. The variance will not create any significant adverse impacts on properties within the vicinity. Explain.

If neighbor doesn't like it...

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

- f. Granting of the approved variance is the minimum necessary easing of the Code requirements making possible the reasonable use of the land, structure, or building. Explain.

☐ Staff finds that this criterion has been met

☐ Staff finds that this criterion has not been met – more information is needed

Attach additional sheets, if needed.

- A. No other location is suitable based on code compliance for how far the shed must be from home.

The location of the shed is approximately 40 feet from any structure at 4788 Yucca and 2439 D 46th St. Affidavits obtained from neighbors support the variance.

- B. The shed is a Tuff Shed Millcreek 12' x 16' model and is zoned for the location. The building code does not apply because it is less than 200 square feet. The specifications and plans for the shed are attached.

There was a miscommunication and misunderstanding of processes, which were unintentional.

- C. The existing sewer easement is active; however, according to a consultation in December 2024 with Casey Aumack, from the Utilities Department, there is currently no issue with placing the shed over the easement. The current easement and sewage pipe existed before newer pipes were installed after Cerro Grande.

- D. Within my limited common area, the triangular point near the road was not ideal. The front yard cannot be used due to code constraints, and anywhere along the side would be too close in proximity to the house. Given the known easement, the selected location was the best solution. Initially, I was informed that the shed should be 5 feet from the property line (1-4 family zoning, not multi-family).

- E. Affidavits received from Condo Association owners (see attached documents) indicate no objections. Although the property appears large and wide open, it is also on a slope. This slope would make it difficult to construct a shed in the front yard; there are also code constraints that disallow the placement of a structure in the front yard. During heavy rain there is significant drainage through the front yard, which would make the front yard a dangerous location for a structure regardless of constraints. The side of the quad would also be an obstructive location since it is utilized by tenants and owners for ingress and egress when it is necessary to move in heavy furniture or boxes.

- F. The location was selected to be unobtrusive. The slope in the corner of the property was used as the base for the platform of the shed, as shown in the drawing. The shed sits on the platform. No other location is suitable based on code compliance regarding how far the shed must be from the home.

Account:	R007570	Tax Year:	2024	Account Type:	CONDO
Mill Levy:	23.563000	Version:	01/01/2024	Area ID:	1R
Estimated Tax:	\$935.92	Parcel:	1-032-114-302-037000	Legal:	NC1A1240A
*This Mill Levy is from the most recent tax roll					
				Status:	Active

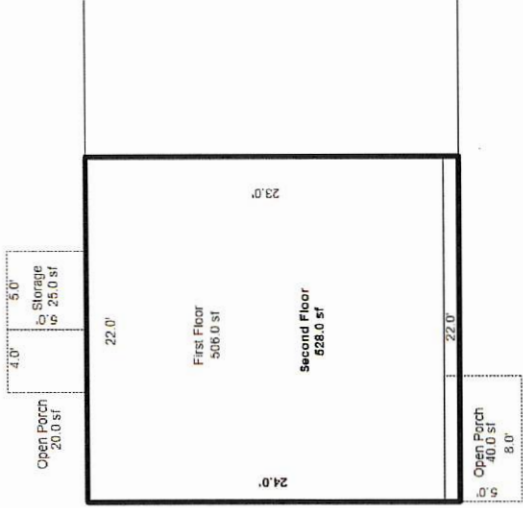
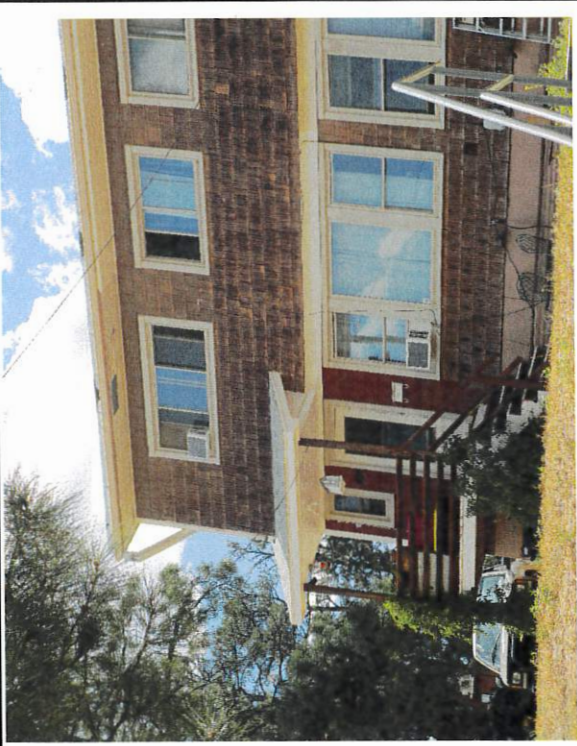
Name and Mailing Address	Property Location
MARTINEZ SONJA A 2439 A 46TH ST LOS ALAMOS, NM 87544	2439 46TH ST #A, LOS ALAMOS, NM 87544

Legal Description
Subd: NORTH COMMUNITY 1 Block: A1 Lot: 240A S: 5 T: 19N R: 6E

Assessment Information				
Tax Year:	2024	Full Value	Taxable Value	
Land		\$38,640	\$12,880	4,776
Building		\$80,510	\$26,840	1,034
Exempt		\$0	\$0	
Total		\$119,150	\$39,720	\$39,720

Tax Year:	2023	Full Value	Taxable Value	Square Feet	Acres	Taxable
Land		\$37,610	\$12,540	4,776		
Building		\$78,070	\$26,020	1,034		
Exempt		\$0	\$0			
Total		\$115,680	\$38,560			\$38,560

Remarks:



Case No. _____

OWNER AFFIDAVIT*(Authorizing an agent to act on behalf of a property owner when making a land development application.)*STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

I, (We) Sanja A. Martinez ^{AKA Cole Cochran} being duly sworn, depose and say that (I am) (we are) the owner(s) of property located at 2439-46th St, Apt A, Los Alamos, NM 87544, legally described as B, for which (I am) (we are) requesting a VARIANCE (conditional use permits; sketch, preliminary and final plats; site plan; variance; zone change; subdivision; summary plat; temporary use permit; telecommunication facility; historic property; or development plans) through the County of Los Alamos, New Mexico. Furthermore, (I) (we) hereby appoint Sanja A. Martinez of 2439-46th St, Apt A, Los Alamos, NM 87544 as our agent to act on our behalf in all matters pertaining to this application. 87544

Signed: [Signature] COLE COCHRAN

Signed: _____

Address: 2439 46th ST APT B

Address: _____

LOS ALAMOS, NM 87544Telephone: 817-851-5916

Telephone: _____

Subscribed and sworn to before me this8th day of November, 2024.[Signature]
Notary PublicSTATE OF NEW MEXICO
NOTARY PUBLIC
VALERIE M. MARTINEZ
COMMISSION NO. 1132953
EXPIRES MARCH 25, 2025My Commission Expires: 3/25/2025

Case No. _____

OWNER AFFIDAVIT

(Authorizing an agent to act on behalf of a property owner when making a land development application.)

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

I, (We) LAURIE S. WATERS being duly sworn, depose and say that (I am) (we are) the owner(s) of property located at 2439 46th St #C, LOS ALAMOS, NM 87544, legally described as NORTH COMMUNITY 1 LOT 240A-1 (Unit C), for which (I am) (we are) requesting a Variance, (conditional use permits; sketch, preliminary and final plats; site plan; variance; zone change; subdivision; summary plat; temporary use permit; telecommunication facility; historic property; or development plans) through the County of Los Alamos, New Mexico. Furthermore, (I) (we) hereby appoint Sonja A. Martinez of 2439 46th Street as our agent to act on our behalf in all matters pertaining to this application. Los Alamos NM 87544

Signed: Laurie S. Waters

Signed: _____

Address: 2439 46th St #C
Los Alamos, NM 87544

Address: _____

Telephone: 505-412-2873

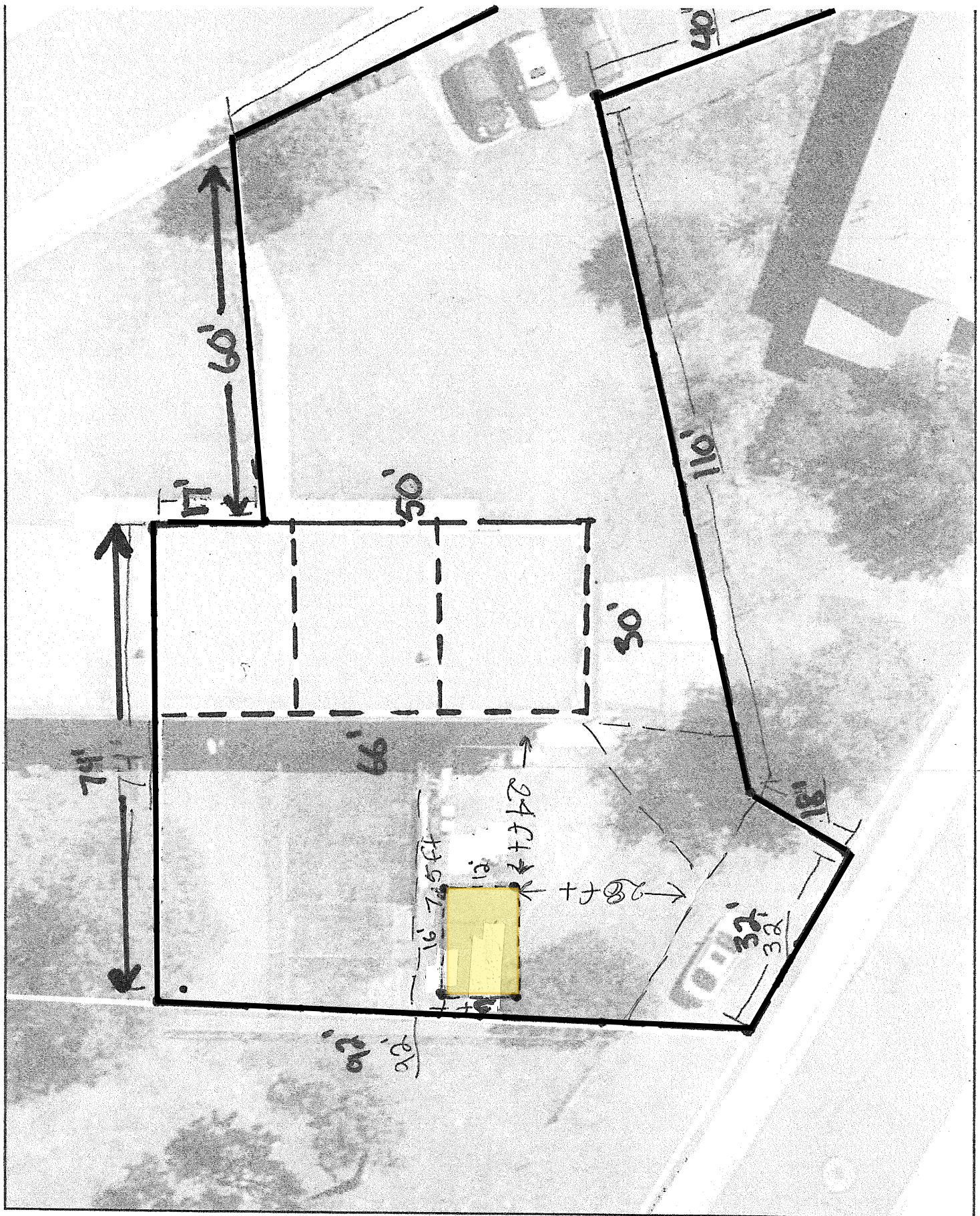
Telephone: _____

Subscribed and sworn to before me this

1st day of November, 2024.

Notary Public

My Commission Expires: Jan. 31, 2028

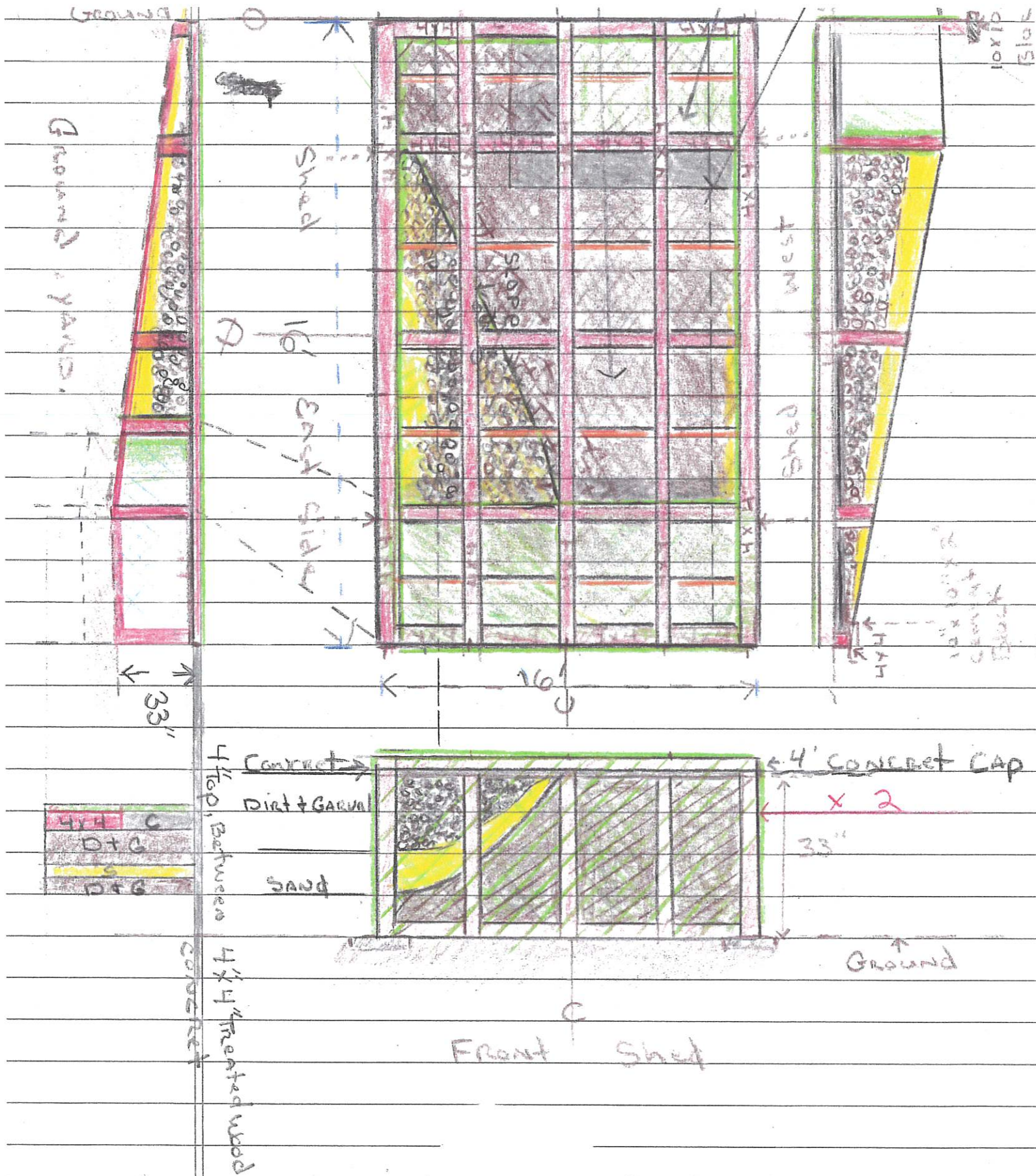


1 inch equals 20 feet

2439 46th Street







IMPROVEMENT LOCATION REPORT

THIS IS TO CERTIFY:

TO TITLE COMPANY: TITLE GUARANTY AND INSURANCE COMPANY

TO UNDERWRITER: _____

TO LENDER: _____

THAT ON NOVEMBER 23, 2010, I MADE AN ACCURATE INSPECTION OF THE PREMISES SITUATED AT LOS ALAMOS, LOS ALAMOS COUNTY, NEW MEXICO, BRIEFLY DESCRIBED AS:

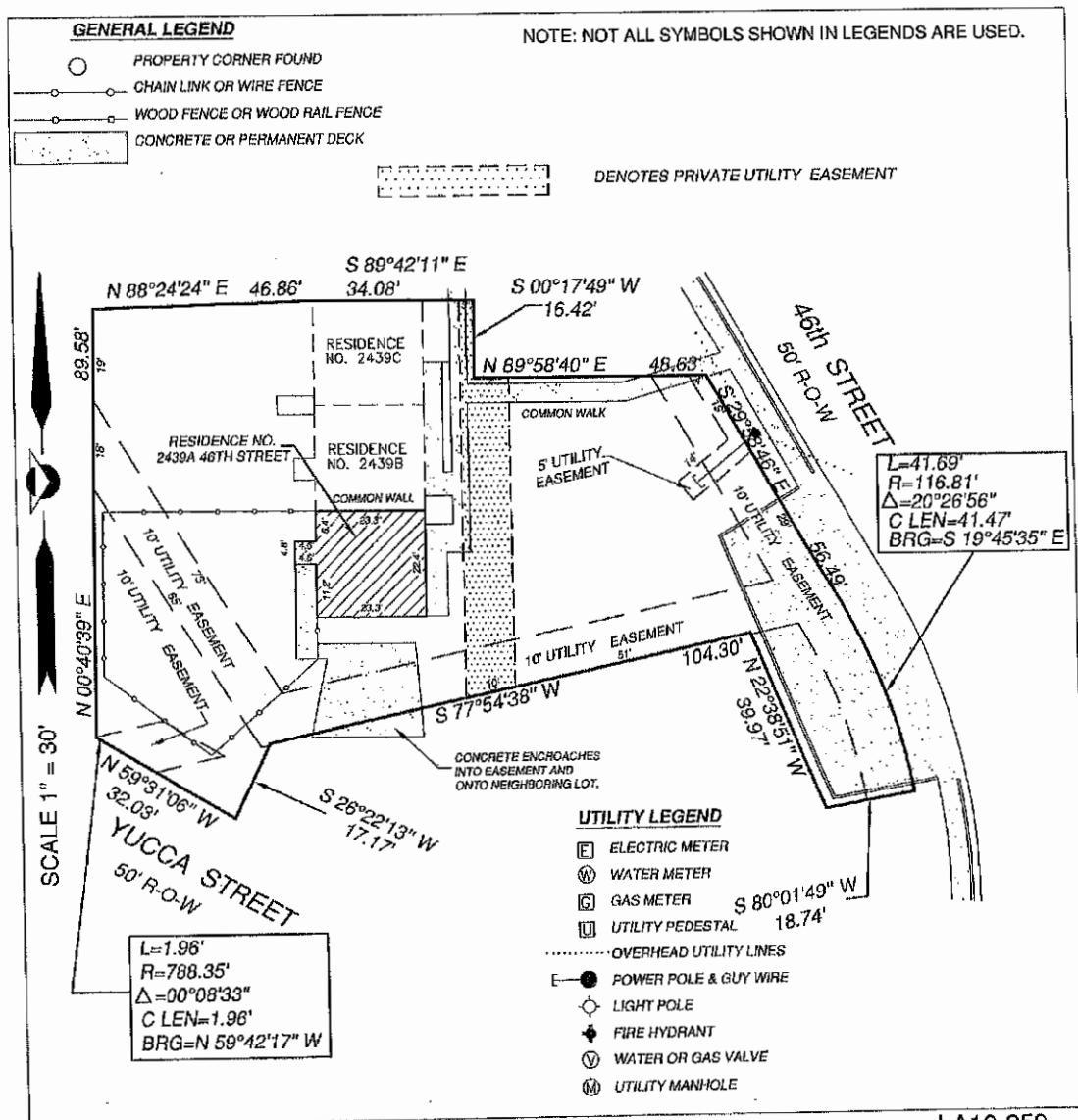
2439 46TH STREET, LOS ALAMOS, N.M. 87544

PLAT REFERENCES: Bearings, distances and/or curve data are taken from the following plat:

Lot numbered two hundred forty 'A1' (240A1) as the same is shown and dedicated on the Subdivision Plat of Lot 240A, North Community No. 1, filed in the office of the County Clerk of Los Alamos County, New Mexico on February 23, 1995 in Plat Book 6, Page 68, Unit A of Mountain Shadows Condominium filed on August 16, 1995 in Misc. Book 45, Page 218, a grant of easement document filed on April 10, 2003 in Book 113, Page 187 and a vacation of easement document filed on January 14, 2005 in Book 127, Page 895.

NOTE: The error of closure is one foot of error for every 86,000 feet along the perimeter of the legal description provided. Easements shown hereon are as listed in Title Commitment No. (NONE) provided by Title Company.

ATTENTION: THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE. THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE REMOVAL OF THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY.



I FURTHER CERTIFY as to the existence of the following at the time of my last inspection:

1. Evidence of rights of way, old highways or abandoned roads, lanes, drains, trails or driveways, water, sewer, gas or oil pipe lines on or crossing said premises

see sketch

2. Springs, streams, rivers, ponds or lakes located on, bordering on or running through said premises:

none visible

3. Evidence of cemeteries or family burial grounds located on said premises:

none visible

4. Overhead utility poles, anchors, pedestals, wires or lines overhanging or crossing said premises and serving other properties:

see sketch

5. Joint driveways or walkways, joint garages, party walls or rights of support, steps or roofs used in common:

common wall, common walk and joint parking as shown.

6. Apparent encroachments. If the building, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy appear to encroach upon or overhang adjoining property, or the like appear to encroach upon or overhang inspected premises, specify all such:

Concrete encroaches into easement and onto neighboring lot.

7. Specific physical evidence of boundary lines on all sides:

existing fencing and street curbing basis of inspection report.

8. Is the property improved? (if structure appears to encroach or appears to violate set back lines, show approximate distance):

property is improved-see sketch

9. Indications of recent building construction, alterations or repairs:

none visible

10. Approximate distance of structure from at least two lines must be shown:

see sketch

It is hereby certified that the above described property is not located within a 100 year flood hazard boundary in accordance with current HUD Federal Administration flood hazard boundary maps dated September 1, 1987. Zone "X", Community Panel No. 350035-0001A

NOTE: Improvement location is based on previous property surveys. No monuments were set. This tract is subject to all easements, restrictions and reservations of record which pertain. This report is not to be relied on for the establishment of fences, buildings or other future improvements.

THIS IS NOT A SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE The above information is based on boundary information taken from a previous survey and may not reflect that which may be disclosed by a boundary survey.

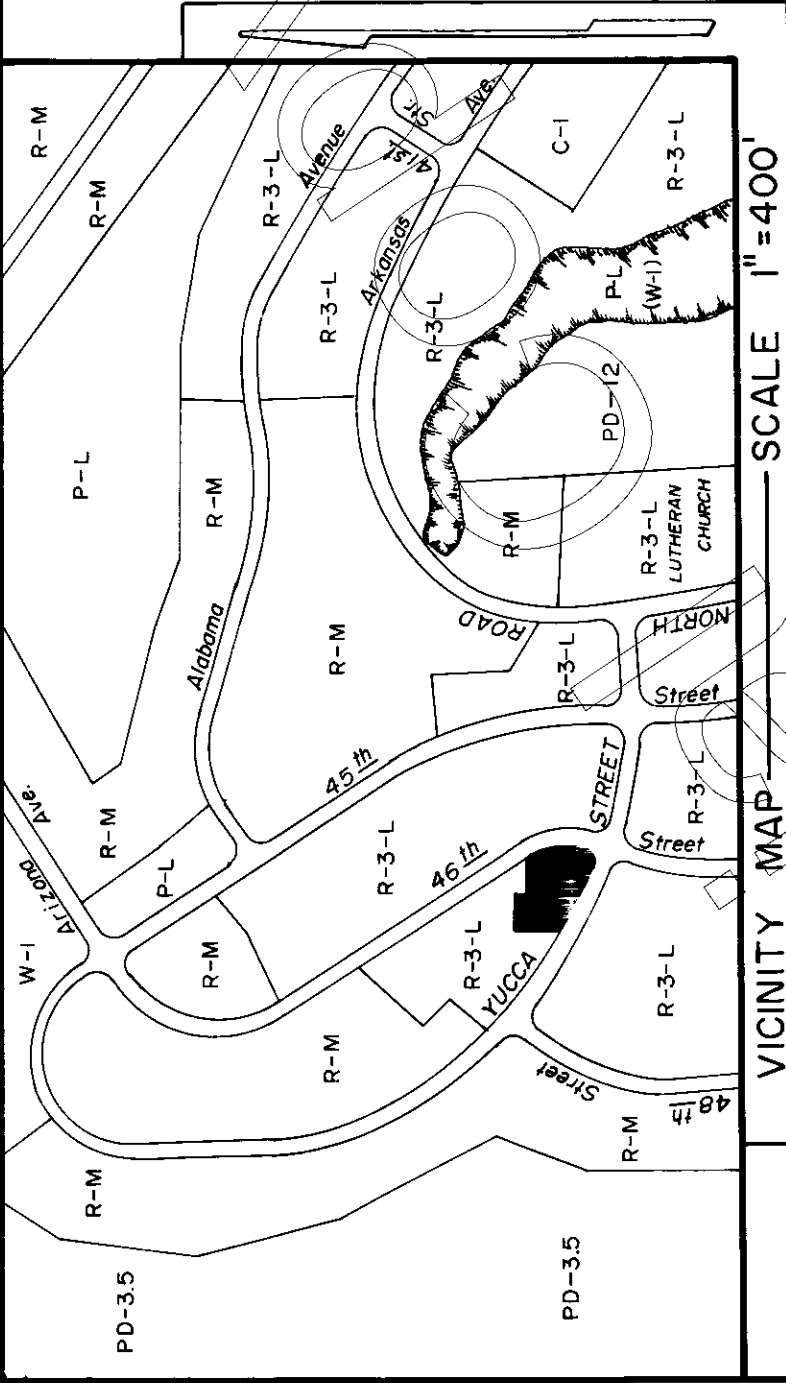
1460 Trinity Drive, Suite 3
Los Alamos, NM 87544

505.661.4262 PHONE
505.661.4263 FAX

Larry W. Medrano, NMPS No. 11993

DATE: November 23, 2010





**A SUBDIVISION OF LOT 240A,
SUBDIVISION OF LOT 240, NORTH COMMUNITY NO. 1
LOS ALAMOS, NEW MEXICO
JANUARY, 1995**

DECLARATION OF SUBDIVISION

Know All Men By These Presents that the undersigned owner has made a subdivision as shown hereon of Lot 240A, Subdivision of Lot 240, North Community No. 1, Los Alamos County, New Mexico, the plat of said Subdivision of Lot 240 being filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 5, Page 64 on the 17th day of June, 1987; that the subdivision is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

EASEMENTS

EXISTING PUBLIC UTILITY EASEMENTS: Public utility easements shown hereon are those granted and dedicated on the plat of North Community No. 1 filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 1, Page 64 on September 10th, 1965. Said easements remain unchanged by this plat.

EXISTING PRIVATE UTILITY EASEMENTS: Private utility easements shown hereon and designated by this symbol are those granted and dedicated on the Subdivision Plat of Lot 240, North Community No. 1 filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 5, Page 64 on June 17th, 1987. Said easements remain unchanged by this plat.

EXISTING EGRESS, EGRESS, AND PARKING RIGHTS: The owners of Lot 240A (now Lot 240A-1) have previously granted the right of ingress and egress along the front sidewalk as delineated on this plat, and the right of parking as designated on this plat to the owners of Lot 240B as granted on the Subdivision Plat of Lot 240, North Community No. 1, filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 5, Page 64 on June 17th, 1987. Said rights remain unchanged by this plat.

NEW PRIVATE UTILITY EASEMENTS: The private utility easement shown hereon and designated by this symbol is hereby granted by the owners of Lot 240A-2 to their successors and assigns, to the owners of Lot 240A-1, their successors and assigns, to install, construct, operate, maintain, repair, replace, relocate, and remove any structures, vegetation, rocks or any obstruction as may reasonably appear necessary for the purpose for which this easement is granted and is designated as private.

PROPERTY OWNER, LOT 240A, N. C. NO. 1: THERESA D. SIMPSON

STATE OF NEW MEXICO) ss
COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 17 day of February, 1995 by Theresa D. Simpson.

NOTARY PUBLIC
 My commission expires 11/15/1995

A P P R O V A L

This plat is hereby approved this 23rd day of February, 1995 by the Los Alamos County Community Development Director in accordance with the summary procedure authorized by the planning authority of Los Alamos County, New Mexico.

PAUL BENJAMIN
COMMUNITY DEVELOPMENT DIRECTOR

STATE OF NEW MEXICO) ss
COUNTY OF LOS ALAMOS)

I hereby certify that this instrument was filed for record as Document No. 115345 on the 23 day of February, 1995 at 3:50 o'clock, P.M. and duly recorded in Plat Book 6, Page 68 of the records of said County.

COUNTY CLERK
 BY: DEPUTY

CERTIFICATION

I, John R. Mendius, hereby certify that I am a registered Professional Surveyor under the laws of the State of New Mexico and that this plat and the notes hereon were prepared from documents listed under the heading "Reference Documents" and from field notes of an actual survey made under my supervision on the 18th day of December, 1994 and meets the minimum requirements of the Standards of Land Surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors and is true and correct to the best of my knowledge and belief.

JOHN R. MENDIUS
John R. Mendius, N.M.P.L.S. Reg. No. 3722
124 Rover Blvd.
Los Alamos, N.M. 87544

REFERENCE DOCUMENTS

(The following documents are on file in the office of the County Clerk of Los Alamos County, New Mexico, and the filing date refers to said County.)

Plat of North Community No. 1 filed in Plat Book 1, Page 64, Subdivision Plat of Lot 240, North Community No. 1 filed in Plat Book 5, Page 64.

Deed for Lot 240A to Theresa D. Simpson filed in Misc. Book 40, Page 32.

Deed for Lot 240B to Jose Ramirez, Jr. filed in Misc. Book 35, Page 820.

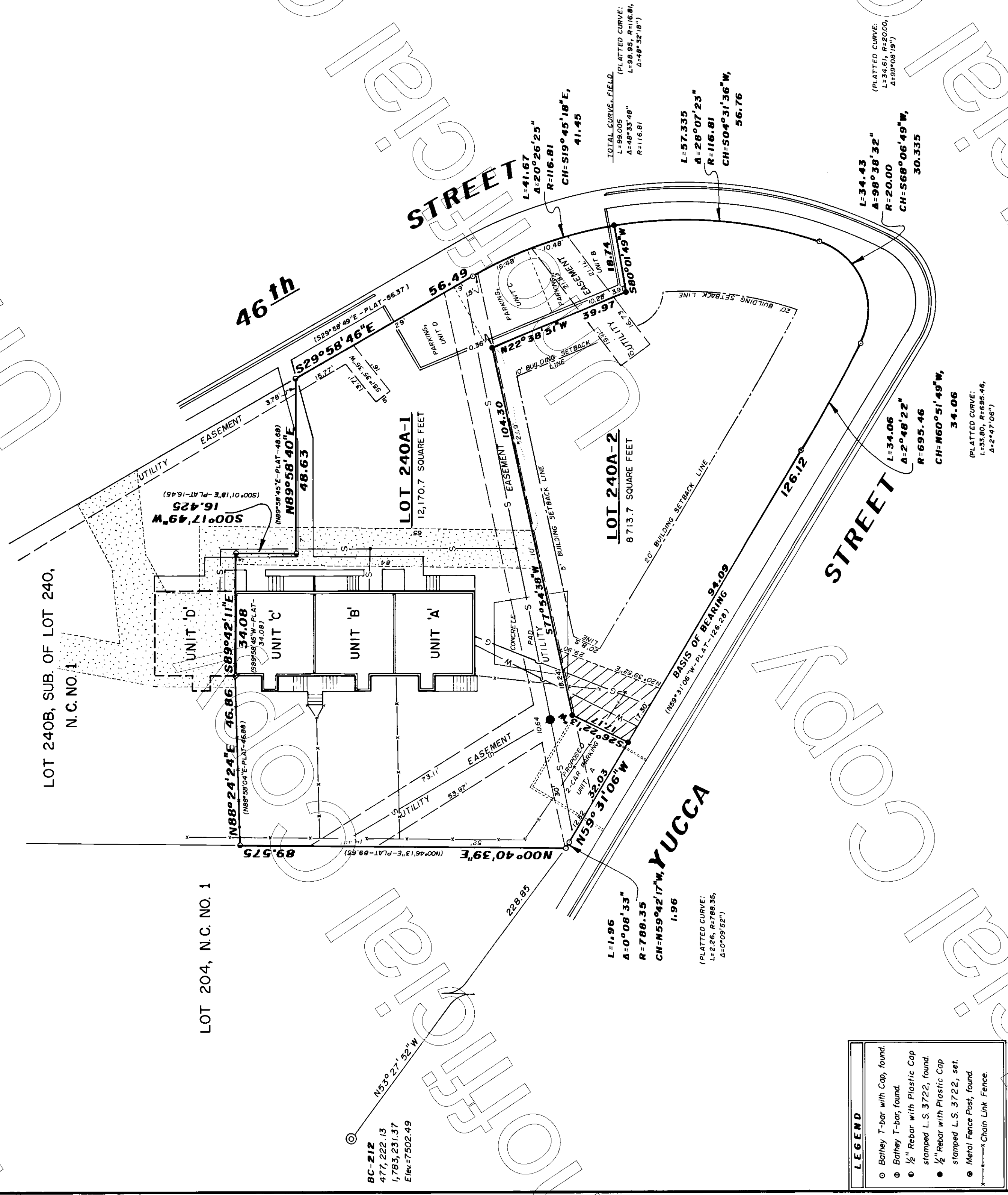
Deed for Units A and B, Lot 204 to William Deed, Jr. filed in Misc. Book 33, Page 889 and Misc. Book 28, Page 700.

Deed for Units C and D, Lot 204 to Thomas D. Koefler filed in Misc. Book 36, Page 386.

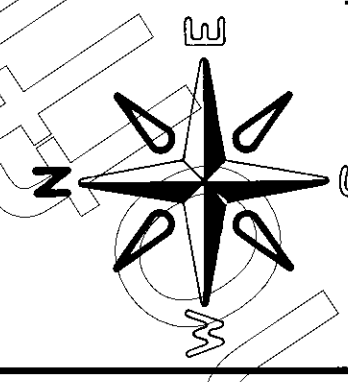
GENERAL NOTES

Zoning = R-3-L

Square Footage data: Lot 240A-1 = 12170.7 square feet.
Lot 240A-2 = 8713.7 square feet.



- LEGEND**
- o Battery T-bar with Cap, found.
 - o Battery T-bar, found.
 - o 1/2" Rebar with Plastic Cap stamped L.S. 3722, found.
 - o 1/2" Rebar with Plastic Cap stamped L.S. 3722, set.
 - o Metal Fence Post, found.
 - o Chain Link Fence.



SCALE 1"=20'

10011123 2014 4224

2000

FIELD COORDINATOR: ROBERT F. GOTT • 36101223 WITH THAMMO DA • 677 DUNES/STARS QUANTALDORIAN



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[illegible][illegible][illegible]

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MARK BOWMAN • LOS ANGELES

LOY LAND SURVEYING, L.L.C.

Amended Condominium Plat and Plan

Lot 139

Western Area No. 1

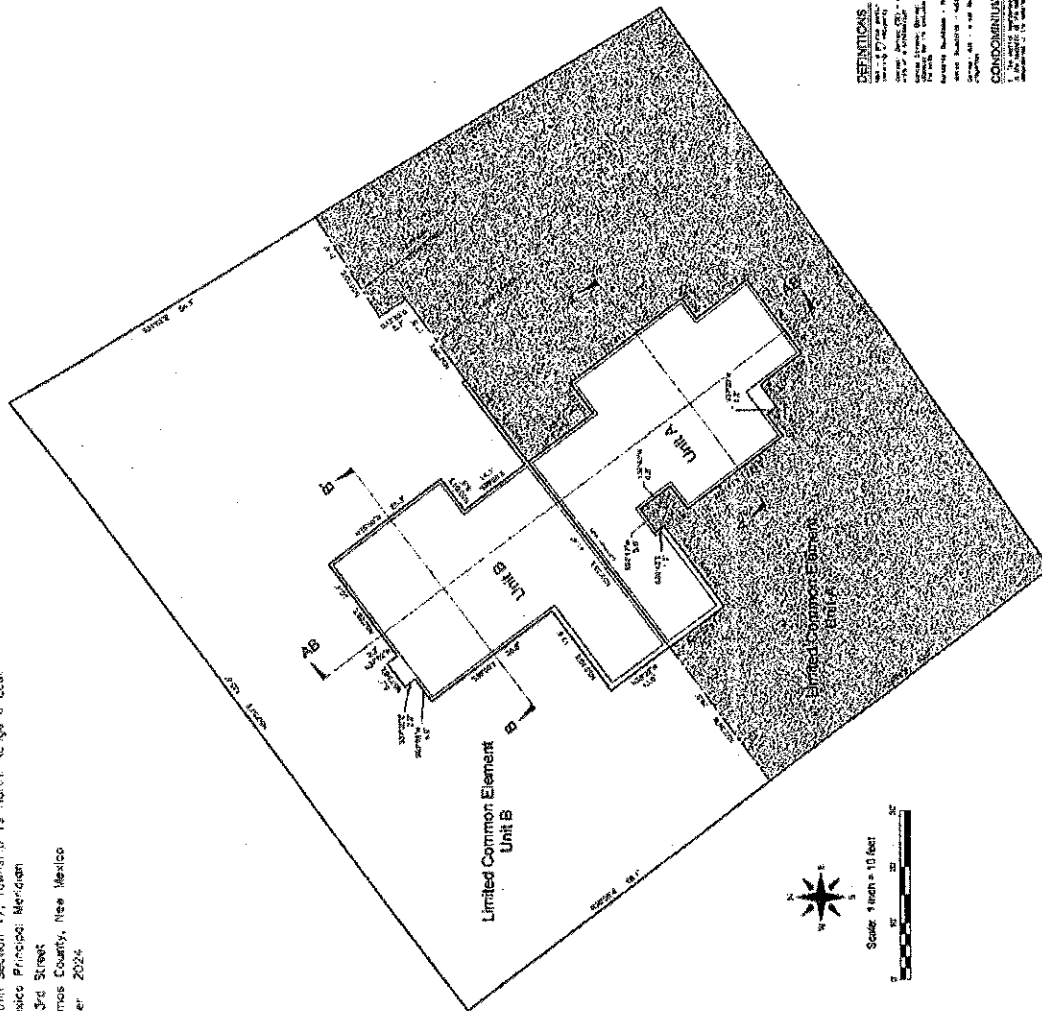
lying within Section 17, Township 19 North, Range 8 East,

New Mexico Principal Meridian

8818 43rd Street

Los Alamos County, New Mexico

December 2024



Scale: 1 inch = 10 feet

DEFINITIONS
 Unit A: 1,100 sq. ft. of the development, including the parking space, storage area, and other common elements.
 Unit B: 1,100 sq. ft. of the development, including the parking space, storage area, and other common elements.
 Unit C: 1,100 sq. ft. of the development, including the parking space, storage area, and other common elements.
 Limited Common Element: A portion of the development, including the parking space, storage area, and other common elements, which is not part of any unit.
 Common Element: A portion of the development, including the parking space, storage area, and other common elements, which is shared by all units.

CONDOMINIUM NOTES

1. The owner of each unit shall be responsible for the maintenance and repair of the unit and the common elements.
2. The owner of each unit shall be responsible for the payment of the common charges.
3. The owner of each unit shall be responsible for the payment of the common charges.
4. The owner of each unit shall be responsible for the payment of the common charges.
5. The owner of each unit shall be responsible for the payment of the common charges.
6. The owner of each unit shall be responsible for the payment of the common charges.
7. The owner of each unit shall be responsible for the payment of the common charges.
8. The owner of each unit shall be responsible for the payment of the common charges.
9. The owner of each unit shall be responsible for the payment of the common charges.
10. The owner of each unit shall be responsible for the payment of the common charges.



RECORD & SURVEYING, LLC
 1000 1st Ave. N. Suite 100
 Grand Rapids, MI 49503
 (616) 451-1000
 www.recordandsurveying.com

**FIRST AMENDMENT TO CONDOMINIUM DECLARATION
FOR
MOUNTAIN SHADOWS, A CONDOMINIUM**

All unit owners of the Mountain Shadows Condominium Association,
unanimously approve the First Amendment of the Condominium Declaration for
Mountain Shadows, A Condominium filed on August 16, 1995 as Document No. 117344
and recorded in Book 45, page 218, records of Los Alamos County, New Mexico and
hereby amend the Declaration as follows:

1. Article III (a) of the Declaration entitled "Reservation of Common Elements,
Restrictions on USE and Limited Common Elements" is hereby revised add
Section 3.4 as follows:

"Section 3.4. EASEMENT FOR COMMON ELEMENT. In addition to the limited
common elements for parking set forth in section 3.3, an easement has been
granted to the owners of the adjoining Lot 240B (as indicated on the Subdivision
Plat of Lot 240A filed for record in the office of the County Clerk of Los Alamos
County New Mexico, Book 6, page 68 on February 23, 1995.) The easement
grants only the right of ingress and egress along the front sidewalk and the right
of parking. The easement shall remain a part of the property as set forth in
Article I, Section 1.1 and is a common element of the Association.



220943 07/15/2014 10:45 AM
Book: 166 Page: 828 County Clerk
LOS ALAMOS COUNTY, NM Adrianna T Ortiz - Deputy



Laurel S. Waters

Sonja Martinez
Sonja A. Martinez

And here

Deann Caspersen

STATE OF NEW MEXICO)
COUNTY OF LOS ALAMOS)ss.
)

James A. Fuller
NOTARY PUBLIC

**CONDOMINIUM DECLARATION
FOR
MOUNTAIN SHADOWS, A CONDOMINIUM**

**ARTICLE I
SUBMISSION: DEFINED TERMS**

Section 1.1 SUBMISSION OF PROPERTY. THERESA D. SIMPSON, an unmarried woman, "Declarant", owner of:

Lot 240A-1, Subdivision of Lot 240A, Subdivision of Lot 240, North Community No. 1, Los Alamos County, New Mexico, the plat of said subdivision of Lot 240A being filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 6, Page 68 on the 23rd day of February 1995, as Document No. 115245.

hereby submits said real property, together with all easements, rights and appurtenances thereunto belonging, hereinafter referred to as "Property", to the provisions of Sections 47-7A-1 to 47-7D-20 NMSA 1978, known as the New Mexico Condominium Act ("Condominium Act" or "the Act"), and hereby creates with respect to the Property a Condominium, to be known as MOUNTAIN SHADOWS, A CONDOMINIUM. The Condominium is located entirely in Los Alamos County, New Mexico.

Section 1.2 DEFINED TERMS. Terms not otherwise defined herein or in the Plat or Bylaws shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

Section 1.3 NAMES OF CONDOMINIUM AND ASSOCIATION. The condominium shall be known as MOUNTAIN SHADOWS, A Condominium, and its governing association, a New Mexico unincorporated association, shall be known as the MOUNTAIN SHADOWS Condominium Owners' Association, hereinafter referred to as the "Association". The Association is governed by its Board of Directors, hereinafter called "Board".

**ARTICLE II
BUILDING ON THE PROPERTY; UNIT BOUNDARIES**

Section 2.1 THE BUILDING. The location and dimensions of the one (1) residential building located on the Property is depicted on Exhibit 1, the "Plat", which is attached hereto and fully incorporated by this reference. There is no right to construct additional units; however, the owner(s) of Unit A of this condominium have the right to

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construct, on an area designated on the Plat as a Limited Common Area for parking, up to a two (2) car garage of one story for their sole use and enjoyment. The owner(s) of Unit A shall have the sole use and enjoyment of the garage as a Limited Common Element assigned to Unit A and the sole responsibility for its maintenance and repair. Units B and C have off-street parking assigned to each of them as shown on the Plat.

Section 2.2 UNITS. There are three (3) Units in this Condominium, Unit A, Unit B and Unit C. The location of these Units is shown on Exhibit 1. Attached as Exhibit 2 hereto is a list of all Units, their identifying letters, and the method for determining the undivided percentage interest of each Unit in the Common Elements and Percentage Responsibility for the Common Expenses ("Percentage Interest") appurtenant to each Unit. The Percentage Interest of each Owner of Units A, B, & C in the Common Elements and Percentage Responsibility for Common Expenses, is determined by dividing one (1) by three (3) and multiplying by 100%. The locations of the Common Elements to which each Unit has direct access are shown on Exhibit 1. The owners of Units A, B & C shall be members of the Association and each be allotted one (1) vote in the Association.

Units A, B & C have approximately 1,050 square feet of heated floor area each.

Section 2.3 UNIT BOUNDARIES. Each Unit consists of the space within the following boundaries:

(a) **Upper and Lower (horizontal) Boundaries:** The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with vertical boundaries:

(1) **Upper Boundary:** The upper boundary of each Unit is the horizontal plane of the bottom surface of the roof joists above each such Unit.

(2) **Lower Boundary:** The lower boundary of each Unit is the horizontal plane of the top surface of the subflooring below each such Unit.

(b) **Vertical Boundaries:** The vertical boundaries of each Unit are the vertical planes, extended to intersections with each other and with such Unit's upper and lower boundaries, of the studs which support the dry wall or paneling perimeter walls bounding the Unit.

(c) The provisions of the Act with respect to boundaries shall apply in further defining them.

Section 2.4 RESPONSIBILITY FOR ASSOCIATION EXPENSES. The expenses of the Association including maintenance and repair responsibilities shall be shared between the Unit Owners as follows:

(a) The total amount of the estimated funds required for operation of the Association and payment of the expenses of the Condominium on an annual basis, including maintenance and repairs, as adopted by the Board of Directors of the Association (Board) in advance, shall be assessed 1/12 thereof each month against each Unit in proportion to its Common Element interest. Liens for unpaid assessments and fines shall be subordinate to any previously recorded first mortgage.

(b) The upkeep, maintenance and repair expenses of Limited Common Elements shall be shared equally only by the Unit Owners who are served by each particular Limited Common Element.

(c) All other procedures involved in arriving at a budget and assessing Unit Owners for Common Expenses shall be governed by Article VI of the Bylaws of the Association.

(d) Unit Owners shall be responsible for upkeep of the Units they own, Limited Common Elements assigned to their Units and shall equally share the cost of and responsibility of the Common Elements, e.g. front lawn.

(e) All repairs and replacements to the exterior of the Condominium, including the roof, and the garage which is a Limited Common Element assigned to Unit A, if constructed, shall be substantially similar to the original construction and installation shall be of the same or better quality.

Section 2.5 RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS. Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with any provisions therefor in the Bylaws, the Condominium Act, and local zoning and subdivision laws.

Section 2.6 TAXES. Each Unit shall be separately assessed for real property taxes and each Unit Owner shall pay his, her or their own such taxes unless and until the Association determines otherwise.

Section 2.7 UTILITIES. Each Unit shall be responsible for its own utility charges, except any which are not separately metered for each Unit. Any charge not separately metered shall be an Association expense.

**ARTICLE III
RESERVATION OF COMMON ELEMENTS, RESTRICTIONS ON USE AND
LIMITED COMMON ELEMENTS**

Section 3.1 RESERVATION OF COMMON ELEMENTS. The Board shall have the power in their discretion to designate from time to time certain Common Elements as "Reserved Common Elements" and grant reserved rights to any or less than all of the Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

Section 3.2 RESTRICTION TO RESIDENTIAL USE. The Units shall be primarily used for residential purposes, although a "home business" may be operated from a Unit provided the business complies with Los Alamos County ordinances.

Section 3.3. LIMITED COMMON ELEMENTS. In addition to those Limited Common Elements described in the Act, the following Limited Common Elements are created with respect to this Condominium:

(a) Two (2) off-street parking spaces each for Units B and C located near the Southeast corner of the property upon which this condominium is located and as more particularly described on Exhibit 1 attached hereto.

(b) The rear yard area appurtenant to each Unit as more particularly described on Exhibit 1 attached hereto.

(c) An enclosed garage area for Unit A in the area shown on Exhibit 1, if the owner(s) of Unit A decide to construct the garage. In any event, the area shown on Exhibit I for Unit A parking is a Limited Common Element for Unit A.

**ARTICLE IV
EASEMENTS AND ENCUMBRANCES ON TITLE**

The following easements are hereby created with respect to the Property:

Section 4.1 EASEMENT FOR ENCROACHMENTS. By virtue of this easement, Unit Owners and the Association are protected in the event that a Unit or Common Element encroaches upon another Unit or where discrepancies exists between the Plat and the actual improvements as built.

Section 4.2 EASEMENT FOR INGRESS AND EGRESS. Each Unit Owner has a right of access to his, her or their Unit and to the Common Elements.

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Section 4.3 EASEMENT FOR ACCESS TO UNITS. Authorized representatives of the Association may enter any Unit to the extent necessary to correct conditions affecting other Units or the Common Elements or which may have an adverse effect on Common Expenses, to make repairs to Common Elements which are accessible only from the Unit or to correct conditions which constitute violations of the Declaration, Bylaws, or Rules and Regulations. Notice must be given to the Unit Owner prior to entry, except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, Bylaws or Rules and Regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense.

Section 4.4 EASEMENT FOR SUPPORT. Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Elements, which would endanger the stability or safety of his Unit.

Section 4.5 UTILITY EASEMENTS. The Property is subject to the utility easements shown on Exhibit 1. These easements include the usual easements for telephone, electric, sewer, gas and water pipes, wires and service lines. Additional utility easements may be granted by the Association in common areas.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 AMENDMENT GENERALLY. This Declaration may be amended only in accordance with the procedures specified in Section 47-7B-17 of the Act, the other Sections of the Act referred to in Sections 47-7B-17 and the expressed provisions of this Declaration.

Section 5.2 VOTE REQUIRED. In other matters not covered by the provisions of Section 5.1, this Declaration may be amended only by a vote of Units to which sixty-six and two-thirds (66 2/3%) of the votes in the Association are allocated.

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**ARTICLE VI
RIGHT TO LEASE OR SUBLEASE UNITS**

Section 6.1 UNSOLD UNITS. Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units retained by Declarant.

Section 6.2 RESTRICTIONS. A Unit Owner may lease or sublease his Unit at any time and from time to time provided that:

(a) No Unit may be leased or subleased without a written lease or sublease;

(b) A copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and

(c) The rights of any lessee or sublessee of a Unit shall be subject to, and each such lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and any Rules and Regulations promulgated by the Board and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the Owner of that Unit.

(d) Notwithstanding the foregoing, the provisions of this Article shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

**ARTICLE VII
RULES AND REGULATIONS**

Section 7.1 RULES AND REGULATIONS. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the property, may be promulgated from time to time by the Board, subject to the right of the Board to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

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ARTICLE VIII MORTGAGES

Section 8.1 REQUIREMENTS.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the obligations secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit, and that the mortgage or lien holder shall have no right to:

(i) participate in the adjustment of losses with insurers or in the decision as to the whether or not or how to repair or restore damage to or destruction of the Property; or

(ii) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 47-7C-14 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage or;

(iii) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit.

(b) Nothing contained in Section 8.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or Purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless he, she or they have first notified the Board of the name and address of the proposed mortgagee or lien holder and the amount of the debt proposed to be so secured, and have placed on file with the Board a copy of the form of the proposed mortgage and note or other instrument of obligation.

Section 8.2 APPROVAL OF MORTGAGEES. Subject to the limitations imposed by Section 47-7B-17 of the Act:

(a) The prior written approval of holders of first mortgages of Units representing One Hundred Percent (100%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Condominium for any reasons other than substantial destruction or condemnation of the Property;

(b) The prior written approval of One Hundred Percent (100%) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall also be required for any of the following:

(i) the termination or abandonment of the condominium status of the Condominium except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

(ii) a change in the schedule of Percentage Interests allocated to each Unit;

(iii) the partition or subdivision of any Unit, or the Common Elements;

(iv) the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); or

(v) the use of hazard insurance proceeds received for losses to any portion of the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such portion of the Property.

ARTICLE IX DECLARANT RIGHTS

Section 9.1 DECLARANT CONTROL OF THE ASSOCIATION.

(a) The Declarant may, at her option, control the Association during a Declarant control period, which shall be as follows:

(1) the Declarant control period shall commence on the date of recordation of this Declaration and shall be deemed to end when the Declarant relinquishes or loses her right to appoint and remove at least a majority of the members

of the Board of Directors of the Association, which shall not occur later than the earlier of:

- (i) on the date two (2) of the Units are sold or transferred to third parties; or
- (ii) two (2) years after the Declarant has ceased to offer units for sale.

(b) During the Declarant control period the Declarant may appoint and remove the officers of the Association and members of its Board of Directors except as otherwise provided in this Article and in the Act.

(c) The initial Board of Directors of the Association shall consist of three (3) members, selected by Declarant. When two (2) Units have been conveyed to Owners other than Declarant, the Board shall be selected by the Unit Owners.

Section 9.2 TERMINATION OF DECLARANT CONTROL. Upon termination or expiration of the Declarant control period, a meeting of the Association membership shall be held, at which time all of the members of the Board shall resign and their replacements shall be elected as provided in the Bylaws.

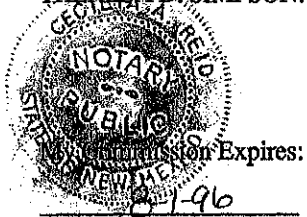
IN WITNESS WHEREOF, Declarant has executed this Declaration this 8 day of August, 1995.

Theresa D. Simpson
THERESA D. SIMPSON
an unmarried woman

ACKNOWLEDGMENT

STATE OF NEW MEXICO }
COUNTY OF LOS ALAMOS } ss.

This instrument was acknowledged before me on August 8, 1995 by
THERESA D. SIMPSON.



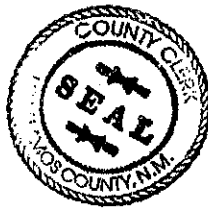
Cecilia A. Reid
NOTARY PUBLIC

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LIST OF UNITS
MOUNTAIN SHADOWS, A CONDOMINIUM
LOS ALAMOS, NEW MEXICO

<u>UNIT</u>	<u>PERCENT INTEREST COMMON ELEMENTS</u>	<u>PERCENT INTEREST COMMON EXPENSES</u>
A	33 1/3%	33 1/3%
B	33 1/3%	33 1/3%
C	33 1/3%	33 1/3%

The percentage interest of all Units is determined by dividing 1 by the total number of Units which is three (3).



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COUNTY OF LOS ALAMOS		
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COUNTY CLERK	Nita K. Taylor	
DEPUTY	Sheryl Nichols	

EXHIBIT 2

