

**Declaration of Covenants  
for  
La Paz at Eldorado Phase 2**

1600007

The undersigned, Eldorado Joint Venture, a New Mexico joint venture, as the owner and subdivider of certain property in Santa Fe County, New Mexico, which is defined below, declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall benefit and be binding on all parties having any right, title or interest in the Property or any part of it, and their heirs, successors and assigns. The Subdivider (as defined hereinbelow) is completing the La Paz at Santa Fe subdivision in three (3) developmental phases. This Declaration is applicable to the second of the three (3) phases. It is the Subdivider's intent that each phase be subjected to similar covenants and that a single homeowners' association govern the affairs of all three (3) phases of the La Paz at Santa Fe subdivision as a single unified development.

**Article I  
Definitions**

**Association:** La Paz at Eldorado Homeowners' Association, Inc. a New Mexico non-profit corporation.

**Board of Directors:** The Board of Directors of the Association.

**Bylaws:** The Bylaws of the Association, as amended.

**Common Area:** All real property owned by the Association for the common use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the execution of this Declaration is more specifically labeled Tract A on the recorded subdivision plat. The Common Area shall also include the Access, Drainage and Utility Easement shown on the Plat as Key Note A (the "Roadways").

**Common Expenses:** The amount necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, including snow removal, and the cost of wages, materials, insurance premiums, taxes, services, supplies, legal and accounting fees, and other expenses that may be declared to be Common Expenses by this Declaration or a resolution of the Board of Directors.

**Declaration:** This Declaration of Covenants as amended.

**Eligible Mortgagee:** The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest on a Lot.

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Monica Sanchez

**Lot:** Any lot shown upon any recorded subdivision map of the Property with the exception of the Common Area. 1600008

**Member:** The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**Plat:** The plat entitled "Subdivision Plat, Replat of Parcel 1, La Paz at Eldorado Phase 1, to La Paz at Eldorado Phase 2, Situate within the Canada de Los Alamos Grant and a Portion of the Bishop John Lamy Grant, (Projected) Section 16, 17, 20, T.15N., R.10E., N.M.P.M., County of Santa Fe, State of New Mexico", prepared and certified by Community Sciences Corporation by Cliff A. Spirock, N.M.P.L.S. 4972, and filed in the office of the Clerk of Santa Fe County, New Mexico on November 5, 1998, as Document No. 1060 983, and recorded in Plat Book 405, Pages 029-131, of the records of Santa Fe County, New Mexico, and any other subdivision plat or amended subdivision plat of all or part of the Property as defined below, which is filed in the Office of the Clerk of Santa Fe County, New Mexico, and recorded in the plat book records of Santa Fe County.

**Property:** The property as shown on the Plat, described above.

**Security Interest:** An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

**Subdivider:** Eldorado Joint Venture, a New Mexico joint venture.

**Subdivision:** La Paz at Eldorado Phase 2 subdivision as shown on the Plat of record.

## Article II Property Rights

### 2.1. Members' Easement of Enjoyment.

Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend a Member's voting rights and right to use the Common Area for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to Santa Fe County, the Eldorado Community Improvements Association, or any public agency, public authority, or public or private utility or company providing utility services, for such purpose and subject to such conditions as may be agreed to by the Members. Such purposes may include, but shall not be limited to, the provision of utility easements for utility structures and utility lines such as water tanks, water distribution lines, and electric, telephone, television and cable structures and lines. No dedication or transfer pursuant to the provisions of this paragraph shall be effective unless an instrument signed by two-thirds (2/3) of the Board, agreeing to such dedication or transfer has been recorded;
- (c) The right of the Association, after notice to a Member, to exclude from the Property any person, agent, employee, member or guest of any Member, who the Association determines to be disruptive to the quiet enjoyment of the Property.

## 2.2. Delegation of Use.

Any Member may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers of a Lot who reside on the Lot. Guests of members may also use the Common Area and Roadways.

## Article III Membership and Voting Rights

Every owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership and voting rights shall be appurtenant to and may not be separated from the ownership of any Lot. One vote shall be allocated to each Lot.

## Article IV Assessments

### 4.1. Fiscal Year.

The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

### 4.2. Preparation and Approval of Budget.

At least eighty (80) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the Common Expenses which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Common Area, drainage structures, and roadways and the rendering to the Members of all related services.

The budget may include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. No later than sixty-five (65) days before the beginning of the fiscal year, the Board of Directors shall send to each Member a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Member.

The Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after mailing a copy of the budget. Unless a majority of the Members reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall continue until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

#### **4.3. Assessment of Common Expenses.**

Subject to the provisions of this Declaration, the total amount of the estimated funds required for the operation of the Association set forth in the budget adopted by the Board of Directors and ratified by the Members shall be assessed against the Members. The assessment shall be the same with respect to all Lots. In addition to the assessment of Common Expenses described in this paragraph, the purchasers of any Lot from Eldorado Joint Venture shall pay a fee of two hundred dollars (\$200.00) to the Association at the closing of the purchase of the Lot. Upon resale, the same amount will be paid to the Association at the closing, by the new purchasers of the Lot.

#### **4.4. Reserves.**

The Board of Directors may create and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Member's assessment, upon ratification by the Members of an adjusted budget, the Board of Directors may at any time levy a further assessments, which shall be assessed against the Members, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Members by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, be due with the next periodic payment. All Members shall be obligated to pay the adjusted amount.

#### **4.5. Effect of Failure to Prepare or Adopt Budget.**

The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute waiver or release in any manner of a Member's obligation to pay his allocable share of the Common Expenses as herein provided.

#### 4.6. Accounts.

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Sums collected by the Board of Directors with respect to assessments against the Members or from any other source may be commingled into a single fund, provided that all reserves shall be held in a separate account.

#### 4.7. Payment of Assessments.

Each Member shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Declaration. On or before the first day of February in each year, each Member shall be obligated to pay the Association the full assessment. No Member shall be liable for the payment of any part of the Common Expenses assessed against his Lot after the date of recordation of a conveyance by such Member in fee of such Lot, provided notice is given to the Association prior to conveyance. Before or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Member for all unpaid assessments against the latter for his or her proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Member amounts paid by the purchaser therefor. Each eligible Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue before the time such Mortgagee comes into possession thereof.

#### 4.8. Collection of Assessments.

The Board of Directors or the Managing Agent, at the request of the Board of Directors, may take action to collect any assessment for Common Expenses due from any Member which remains unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten (10) days after due shall accrue a late charge in the amount of fifteen percent (15%) of the overdue assessment or installment for each month the assessment or installment is unpaid. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

#### 4.9. Statement of Assessments.

The Board of Directors shall promptly provide to any Member, contract purchaser or Eligible Mortgagee so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Member. Such statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association's Board of Directors and every Member. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

#### 4.10. Maintenance, Repair, Replacement and Other Common Expenses.

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The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Area improvements, including but not limited to drainage structures, and roadway improvements, the cost of which shall be charged to all Members as a Common Expense. If, in the opinion of not less than two-thirds (2/3) of the Board of Directors, such expense was caused by the negligence or misconduct of a Member, then such expense shall be assessed against that Member. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Minimum road maintenance of La Paz at Eldorado Phase 2 roads is to be performed under the auspices of the Board of Directors and shall consist of annually inspecting the paved traveled ways and proposing any required maintenance (such as crack sealing, surface rejuvenating, slurry sealing, coal tar emulsion treatment or overlaying), as may be determined by a qualified professional. Maintenance shall also include semi-annual blading of the non-paved traveled ways, reshaping roadway shoulders and cleaning drainage culverts.

In addition to any other assessments, an annual fee of \$25.00 per lot for fire protection will be assessed the Association for each lot with a completed dwelling unit upon the lot. The lot owner will be responsible for payment of \$25.00 to the Association.

#### 4.11. Lien for Assessments.

The total annual assessment of each Owner for Common Expenses or any special assessment made pursuant to these Bylaws is declared to be a lien levied against the Lot or such Owner. The Board of Directors or the Managing Agent shall file for record notice of any such lien, or other appropriate document to establish the priority of the lien.

If an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner and his Eligible Mortgagee by the Board of Directors or the Managing Agent.

The lien for assessment may be enforced and foreclosed in the manner provided by the laws of the State of New Mexico for the foreclosure of mortgages by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver. The redemption period shall be one (1) month in lieu of nine (9) months.

A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**Article V  
Architectural Review**

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Except as otherwise provided in paragraph 7.9 of this Declaration, no building, fence, wall, or other structure shall be commenced, erected or maintained within the Subdivision, and no exterior addition to or change or alteration shall be made until the plans and specifications showing the nature, shape, height, materials, and location of the same shall have been submitted to and approved in writing by an architectural committee composed of three (3) or more persons appointed by the Board of Directors. The Board of Directors shall act as and be deemed to be the Architectural Committee until such time as the Board of Directors appoints representatives to serve on the Architectural Committee. The persons appointed to the Architectural Committee may but need not be members of the Association or the Board of Directors.

Plans and specifications shall not be approved if they are not in compliance with this Declaration and any architectural guidelines, rules and regulations adopted by the Board of Directors. The Architectural Committee shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request. Failure to do so within such time shall constitute consent to the proposed action. The Architectural Committee shall review the request in accordance with the provisions of the guidelines, rules and regulations adopted by the Board of Directors.

**Article VI  
Building Standards**

**6.1 General Building Standards.**

- (a) Only one single family dwelling of not less than one thousand five hundred (1,500) square feet of interior heated space shall be allowed on each Lot. The main dwelling must have at least one double car enclosed garage. Carports may be allowed in addition to, but not instead of, this requirement.
- (b) No structure shall be built in the building setbacks as shown on the La Paz Final Plat. This setback requirement does not apply to utility structures and utility lines.
- (c) The construction and architecture shall adhere to the traditional Pueblo style, Territorial style, or Northern New Mexico style architecture, except that other architectural styles may be permitted by the Architectural Committee as long as they complement the architectural character and quality of the Subdivision. The use of construction materials having the appearance of local, indigenous, and traditional building materials are favored, but other materials may be used where their use reflects sound architectural practice. All decisions as to style and materials shall be made by the Architectural Committee.

- (d) All extensions of utilities, including electrical and telephone lines, shall be underground. Other than this restriction requiring that extensions of utilities be underground, the laws and regulations of New Mexico and Santa Fe County shall govern the construction of all utility structures and utility lines.
- (e) No exterior floodlights or lamps shall be located more than twelve (12) feet above the existing ground. All exterior floodlights and lamps shall be adequately shielded so that the lighting does not adversely affect other Lots, as determined by the Architectural Committee.
- (f) No structure shall exceed twenty-two (22) feet in height as measured from finished interior grade.
- (g) Structures on lots 1, 2, 6, 7, 13, 14, 15, 21, 22, 35, 36 and 40 through 49 are further restricted to a single story not to exceed eighteen (18) feet in height.

#### **Article VII Other Restrictions**

##### **7.1. Insurance Hazards.**

Nothing shall be done or kept on any portion of the Subdivision which will result in the cancellation or increase in the rate of any insurance, without the prior written consent of the Board of Directors.

##### **7.2. Nuisances.**

No noxious or unreasonable offensive activities shall be carried on and nothing shall be done or placed on the Subdivision which may be or become a nuisance, disturbance, or annoyance to any residents of the Subdivision. This provision shall be liberally construed to include situations which are offensive to reasonable persons, such as the retention or disposal of trash within the Subdivision, retention of junked vehicles or vehicles not in service, loud activities, and activities which produce interference with ordinary television reception including, but not limited to, having improperly tuned HAM or CB reception or transmission stations.

##### **7.3. No Oil, Quarrying or Mining Operations.**

No oil drilling, oil development operations, oil refining, quarrying, mining operations, oil wells, tanks, tunnels, or mineral excavations or shafts shall be permitted within the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Subdivision.



#### 7.4. Animals.

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No animals or poultry shall be kept or raised on any Lot other than household pets. Pets shall be under the control of their owners at all times and kept only in reasonable numbers. No commercial pet breeding operations or commercial kennels shall be permitted. Owners shall prevent their pets from becoming a nuisance due to excessive noise, waste or other occurrences. Except when on a leash, all dogs shall be housed in a fenced enclosure. Fencing materials shall be approved by the Association's Architectural Review Committee.

Up to two (2) horses may be kept on lots 3, 4, 9, 10, 17, 18, 25, 26, 29, 30, 55, 56, 57 and 58. Horses shall be enclosed in appropriate stalls and structures approved by the Architectural Committee pursuant to paragraph 6.1 above. Horse areas shall be kept clean, healthy, and free of manure, trash, and building materials.

#### 7.5. Tree Removal.

Trees having a diameter greater than four (4) inches or trees more than ten (10) feet from any residence shall not be removed without the prior written approval of the Architectural Committee.

#### 7.6. Vehicles, Garages.

No vehicle of any type, motorized or otherwise, shall be operated on any Common Area except the roadways. No automobile or other motor vehicles shall be parked on any Common Area. No portion of any improvement which is intended to be used as a garage or carport shall be used or converted for use for any other purpose without the prior written consent of the Architectural Committee.

#### 7.7. Burning.

No brush, trash or other materials shall be burned, except in compliance with applicable fire regulations.

#### 7.8. Protection of Wildlife.

In order to protect the naturally occurring wildlife within the Subdivision, the killing or hunting of animals is prohibited.

#### 7.9. Fences and Walls.

Any fences or walls must have approval of the Architectural Committee as to height, length, and construction materials. Lot perimeter fences or walls are not permitted, and barbed wire fences are not permitted.

#### 7.10. Signs.

No signs shall be placed or displayed on any Lot without the prior written consent of the Board of Directors and the Architectural Committee, except:

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- (a) a temporary sign which indicates the name and address of the residents of the Lot and/or the builder of the home and the building permit which are removed when the home is occupied, provided the sign is not more than two (2) feet by four (4) feet;
- (b) a sign advertising the Lot for sale or rent, provided the sign is not more than two (2) feet by four (4) feet;
- (c) a permanent sign which indicates the name and address of the residents of the Lot, provided the sign is not more than one (1) foot by one (1) foot; and
- (e) any sign required by law.

#### 7.11. Tanks.

Propane tanks and water storage tanks must conform to New Mexico and Santa Fe County laws and regulations and shall be screened from the neighbors' views with fences, walls, or abundant vegetation.

#### 7.12. Other Prohibited Structures.

No tents, shacks, trailers, campers, motor homes, mobile homes, outbuildings, or garages shall be lived in or used for residence within the Subdivision. No residence of temporary character shall be built or used within the Subdivision. Prefabricated or premanufactured homes set on a permanent foundation are allowed if approved by the Architectural Committee, but no buildings from another location may be relocated onto any Lot.

#### 7.13. Toilets.

No outdoor toilet facilities are permitted in the Subdivision. All toilets shall be in structures approved by the Architectural Committee and shall be connected with septic tanks that conform to New Mexico and Santa Fe County laws and regulations.

#### 7.14. Antennae and Cable Television.

No Owner shall construct or otherwise maintain within the Subdivision any external or internal radio or television antennae, saucers, or other reception devices or equipment, except as otherwise permitted by the Architectural Committee as to the location, size, color and screening of such devices or equipment. No Owner shall install any equipment or apparatus which in any way interferes or otherwise impedes the normal reception of radio and/or television transmission signals upon or to other portions of the Subdivision.

### 7.15. Storage.

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Except for building materials used in connection with and during the term of construction, there shall be no storage of any materials outdoors. No more than one (1) recreational vehicle and no more than one (1) boat may be stored on any Lot. Any recreational vehicle or boat shall be parked in an inconspicuous place. In this connection, the Architectural Committee may require trees or other landscaping to be planted as a condition for allowing storage of the recreational vehicle or boat to continue, so that such parking area is sufficiently screened from other Lots and the Common Area, including the Open Space and the roadways within the Subdivision.

### 7.16. Access.

Individual Lots within the subdivision shall gain access through subdivision roads. Direct access to Avenida Eldorado and US 285 is prohibited. Direct access to Avenida Torreon is prohibited from Lots 65-70.

### 7.17. Subdivision of Lots.

No Lots shall be further subdivided or otherwise partitioned or severed.

### 7.18. Other Uses.

No other uses are permitted that are or would be inconsistent with the residential character of the Subdivision. However, nothing in this Declaration shall be construed to restrict the ability of the Subdivider to develop and market Lots.

## Article VIII Construction

### 8.1. Limitations on Construction.

Construction shall begin within ninety (90) days after approval of the plans and specifications is given. In the event construction is not timely begun, plans and specifications must be resubmitted for approval before construction is begun. Once begun, exterior construction of any structure and revegetation and landscaping of any excavated area shall be completed within one (1) year. Revegetation shall consist of planting or replanting plants indigenous to the area.

### 8.2. Protection of Vegetation.

Lot owners are responsible for ensuring that during construction all contractors refrain from damaging or removing trees and other vegetation, except as may be reasonably necessary and unavoidable for clearance of a building site and construction of driveways, parking areas and turnarounds. Trees having a diameter greater than four (4) inches or trees more than ten (10) feet from any residence shall not be removed without the prior written approval of the Architectural Committee.

**Article IX  
Solar Rights**

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Lot owners shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their Lot and no Lot owner shall in any way obstruct or interfere with the path of natural radiation to any adjacent lot. No vegetation, structure, fixture, or other object shall be so situated that it casts a shadow at a distance of greater than twenty (20) feet across any property line on December 21 between the hour of 9:00 a.m. and 3:00 p.m., Mountain Standard Time, provided that this restriction does not apply to utility structures and similar objects which are needed and situated for reasonable use of the Lot.

**Article X  
Permitted Commercial Activities**

Nothing herein shall be construed to prohibit the use of space within a residence for a professional or other office employing not more than (2) employees or other people who do not reside on such Lot. Any commercial home occupation must, however, conform to all required laws and regulations of Santa Fe County. No such commercial activity shall substantially increase the flow of traffic to such Lot to a level greater than that normally generated by residential use.

**Article XI  
Approval of Construction Sites**

The selection of all construction sites on any Lot shall be subject to approval by the Architectural Committee. Such approval may be withheld if the site selected would unreasonably interfere with drainage patterns or archaeological sites, would result in excessive cutting or filling, would be inappropriate for location of on-site sewage disposal systems, or would require excessive removal of native vegetation. In any case, no structures shall be allowed outside the building envelopes designated for La Paz at Eldorado Phase 2.

**Article XII  
Liquid Waste Disposal**

All on-site liquid waste disposal systems shall comply with the requirements of Santa Fe County and the New Mexico Environmental Department. Prior to installation of on-site septic systems, Lot owners shall obtain Environmental Department approval for installation of each system. Should the soil type prove to be unacceptable for a conventional on-site, septic tank and leach field system, Lot owners may be required to utilize evapo-transpiration, natural sanitation foundation, or New Mexico Environmental Department approved individual liquid waste disposal systems. The Environmental Department's regulations restrict the maximum daily sewage flow per Lot. Smaller Lots may be restricted to sewage flow of 750 gallons per day (maximum eight bedroom residence).

**Article XIII  
Solid Waste Disposal**

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The Homeowner's Association is required to contract with a private trash collection service for the disposal of solid waste within the subdivision. Each resident shall supply a garbage can of not less than twenty (20) gallons in capacity, together with cover. Waste shall be kept in covered containers and shall be stored and disposed of in a manner approved by the New Mexico Environmental Department.

**Article XIV  
Common Area Restrictions**

Without the advance written approval of the Architectural Committee, Lot owners may not build, place or store any structure upon the Open Space, roadways, buffer zone, or the utility, archaeological, drainage or access easements, as shown on the Plat, except as permitted by the Architectural Committee and the Board of Directors.

**Article XV  
Water Conservation**

**15.1. General Requirements.**

Lot owners and occupants shall refrain from excessive water use and waste.

**15.2. Water Conservation Covenants.**

Concurrent with the recordation of this Declaration, the Subdivider is recording certain Water Restrictive Covenants governing water usage.

**Article XVI  
Recreation/Community Facilities**

Lot owners are not permitted to use the facilities of the Eldorado Community Improvement Association which include, but are not limited to, the Clubhouse, pool, and wilderness area, unless as guests of any Eldorado at Santa Fe resident or as otherwise agreed to by the Eldorado Community Improvement Association.

**Article XVII  
Archaeological Sites**

Significant archaeological sites were identified and have been documented within the Subdivision. These sites are protected by easements as shown on the Plat and are subject to Santa Fe County Ordinance 1988-8. No one may construct any structure on any sites without first complying with this ordinance.

Article XVIII  
General Provisions

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**18.1. Enforcement.**

The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter. Any condition existing on the property on the date of recording this Declaration which violates any provision of the Declaration shall be deemed a nonconforming use and shall not be subject to abatement.

**18.2. Severability.**

The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions. Such other provisions shall remain in full force and effect.

**18.3. Amendment and Termination.**

This Declaration may be amended in whole or in part, or terminated by an instrument signed by not less than two-thirds (2/3) of the Members. Any amendment or termination shall be effective from the time of recording in the Office of the Clerk of Santa Fe County, New Mexico.

**18.4. Right to Notice and Comment.**

Whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Members have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each member in writing and shall be delivered personally or by mail to all Members at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Members. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Member to be heard at a formally constituted meeting.

**18.5. Right to Notice and Hearing.**

Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give written notice of the proposed action to all Members or occupants of Lots whose interest would be significantly affected by the proposed action as determined in the sole discretion of the Board of Directors. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt

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DATE: 1600 DATE: 2-17-99  
KARLNE SCHUCHT

and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

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**18.6. Appeals.**

Any person having a right to "Notice and Hearing" shall have the right to appeal the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. The decision of the Board of Directors in such appeals shall be final.

**18.7. Captions.**

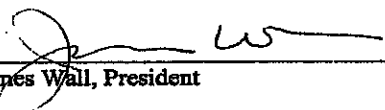
The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration or the intent of any provision thereof.

**18.8. Conflict with Bylaws.**

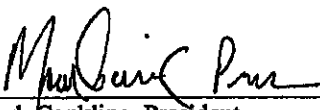
If any of the provisions of the Articles or Bylaws of the Association conflict with any provisions of this Declaration, the provisions of this Declaration will control.

Dated: November 13, 1998

**ELDORADO JOINT VENTURE,**  
a New Mexico joint venture,  
By: Rio Venture XV, a New Mexico  
corporation and Joint Venturer,

By:   
James Wall, President

By: Sierra Homes, Inc., a New Mexico  
corporation and Joint Venturer,

By:   
Mark Conkling, President

STATE OF NEW MEXICO  
COUNTY OF SANDOVAL)

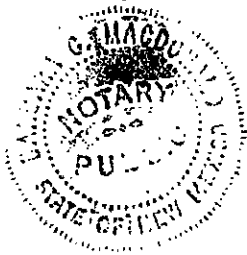
1600022

This Declaration of Covenants for La Paz at Eldorado Phase 2 subdivision within Eldorado at Santa Fe was acknowledged before me on November 13, 1998, by James Wall, President of Rio Venture XV, a New Mexico corporation and Joint Venturer in the Eldorado Joint Venture, a New Mexico joint venture, and Mark Conkling, President of Sierra Homes, Inc., a New Mexico corporation and Joint Venturer in Eldorado Joint Venture, a New Mexico joint venture on behalf of said corporations and joint venture.

Barbara D. Macdonald  
Notary Public

My Commission Expires:

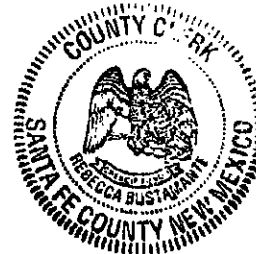
11-13-98



COUNTY OF SANTA FE 1060 JSS 385  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for record on the 2 day of Feb A.D.  
19 99, at 1:45 o'clock P.m.  
and was duly recorded in book 1600  
page 007-022 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Rebecca Bustamante  
County Clerk, Santa Fe County, N.M.

Rebecca Bustamante  
Deputy



THIS IS TO CERTIFY that the aforementioned appearing, in this book are accurate and complete  
of the records of the Santa Fe County Clerk as delivered to the  
1600 Nov. 2-12-99  
MARINA SANCHEZ