

**AMENDMENT TO DECLARATIONS OF COVENANTS  
FOR  
LA PAZ HOMEOWNER'S ASSOCIATION, INC.**

This Amendment to Declaration of Covenants for La Paz Homeowners' Association, Inc. is made this 4 day of May, 2006, by the La Paz Homeowners' Association, Inc. ("Association"), a New Mexico non-profit corporation and Homeowners' Association, concerning the residential subdivision known as La Paz at Eldorado, located in Santa Fe County, New Mexico. To the extent this Amendment conflicts with the Original Declaration of Covenants filed in the Santa Fe County Clerk's Office in book 1359 page 878-936 on the 1<sup>st</sup> day of April, 1997, at 11:37 AM, as amended and recorded on the 16<sup>th</sup> day of May 2002 at 2:11 PM in book 2129, page 779-781 of the records of Santa Fe County, and as amended and records on the 7<sup>th</sup> day of October, 2004, at 9:11 AM and recorded as #1349561 of the records of Santa County, the following amendments shall control.

The Declaration of Covenants for the Association is amended as follows:

1. ARTICLE I DEFINITIONS is amended to include and/or amend the following definitions:

**Architectural Committee:** A committee composed of three (3) or more persons appointed by the Board of Directors.

**Notice:** Whenever required of the Association, Notice shall be given to each Member at such address as appears in the records of the Association, or published once a week for two (2) consecutive weeks in a newsletter or similar publication which is routinely circulated to all Members. Whenever required of a Member, Notice shall be sent to the Association by certified mail, return receipt requested.

**Violation:** An act of noncompliance with provisions of this Declaration, which violation continues for a period of seven (7) days after the member has received Notice of the violation.

**Common Expenses:** [delete the phrase: *including snow removal*.]

2. Substitute the term "*Member*" for the term "lot owner" in the following Sections and ARTICLES: Section 4.3, 4.11, 7.14, 8.2, and 15.1; and ARTICLES IX, XII, XIV, and XVI.
3. Substitute the term "*Notice*" for the term "notice" in Sections 4.4, 4.7, 18.4 and 18.5.
4. Substitute the term "*Lot*" for the term "lot" in Section 6.1.
5. Delete the phrase "*or the Managing Agent*" in Section 4.11.
6. ARTICLE IV, ASSESSMENTS, SECTION 4.3 Assessment of Common Expenses, second paragraph, 1<sup>st</sup> sentence to read is amended as follows and indicated by those items in *italics*:

**4.3 Assessment of Common Expenses**

In addition to the assessment described above, the purchasers of any Lot shall pay a fee of *three* hundred dollars (\$300.00) to the Association at the closing of the purchase of the Lot.

7. Include the following paragraph in Section 4.11, which paragraph shall directly succeed

that paragraph beginning "A suit to recover a money judgment...":

*In any proceeding arising out of any alleged default by a member herein, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.*

8. ARTICLE V, ARCHITECTURAL REVIEW, is amended as follows and as indicated by those items specifically deleted:

No construction shall be commenced, [deleted: "without written approval of the architectural committee"] 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 [deleted: "composed of three (3) or more persons appointed by the Board of Directors"].

9. ARTICLE V, ARCHITECTURAL REVIEW, is amended to include the following paragraph, which paragraph shall directly succeed that paragraph beginning "No construction shall be commenced without written approval...".

*Requests for approval submitted to the Architectural Committee pursuant to this ARTICLE V shall be in such form and contain such information as the Architectural Committee may require prior to its being required to act. Any Member may appeal the decision of then Architectural Committee to the Board of Directors, provided that all parties involved comply with the decision of the Architectural Committee until such time, if any, as the Board of Directors amends, or reverses the Architectural Committee's decision. Appeals must be legibly written, state the grounds for appeal, and be submitted to the Board of Directors within three (3) days of the decision of the Architectural Committee. The Board of Directors shall act upon the appeal by amending, reversing, or confirming the decision of the Architectural Committee within fifteen (15) days of receipt of the petition. The Board of Directors' decision shall be by majority vote. Any Member must exhaust this appeal procedure prior to resorting to a court of law or equity for relief.*

10. ARTICLE VI, BUILDING STANDARDS, Section 6.1 General Building Standards, Subsection (f) is amended as follows and as indicated by those items in italics:

**6.1 General building Standards**

(f) No structure shall exceed twenty-two (22) feet in height as measured from *its lowest finished interior grade*. Large accessory buildings, such as studios and garages ("*large buildings*") shall be located close to the dwelling house, *as specifically provided herein below*, and shall be architecturally integrated with and be subservient to the dwelling house.

- *These large buildings shall be within fifteen (15) feet of the dwelling house at the closest point. Any requested variance from the 15 feet distance from the original dwelling house (not to exceed thirty (30) feet) requires review of the Board, and input will be sought from the immediate, effected neighbors. This Review will not exceed a thirty (30) day period. The large building shall not exceed 650 square feet of floor space. The large building site shall consider the visual impact to neighbor's views. The large building shall be landscaped with evergreen plants/trees to minimize visual impact.*

- Shall be architecturally designed in style and materials similar to the dwelling house, and height shall not exceed that of the *dwelling house as measured from the lowest finished interior grade of the dwelling house.*

11. ARTICLE VI, BUILDING STANDARDS, Section 6.1 General Building Standards, is amended to include the following Subsection (j):

*(j) Driveways shall be surfaced with gravel, asphalt or concrete to prevent mud, dirt and debris from being tracked onto the finished roadways in the neighborhood. Those who are not in compliance with this standard for any reason shall be responsible for cleanup and removal of the above unacceptable materials carried onto the roadways.*

12. ARTICLE VII, OTHER RESTRICTIONS, Section 7.15 Storage is amended as follows and indicated by those items in *italics*:

**7.15. Storage.**

Except for building materials used in connection with and during the term of construction, there shall be no storage of any materials, tools, or equipment outdoors without prior written approval of the Architectural Committee.

*No vehicles other than personal vehicles shall be parked within the Property unless specifically permitted as follows: No more than one (1) one recreational vehicle and one (1) boat or trailer of any kind may be stored or parked on any Lot for more than seven (7) days in any consecutive ninety (90) day period without adequate screening. Trees and/or fencing shall be required to adequately screen a recreational vehicle or boat/trailer so as to obscure and minimize their impact on the aesthetic beauty of the surrounding neighborhood. Any Member owning one (1) recreational vehicle or one (1) boat or trailer of any kind must submit a written request to the Architectural Committee for permission to park or store such vehicle on their Lot. The application must indicate what type of screening will be provided, whether fencing, evergreen plantings and/or the Member's dwelling house, and such screening shall be sufficiently dense and numerous to conceal the vehicles to a minimum height of six (6) feet. Screening of the vehicle must be must completed within three (3) months of the date of the application.*

Covers are mandatory on all RV's (motor homes, fifth wheels, travel trailers, etc) boats, and any trailer exceeding four (4) feet in height. The cover shall match the color of home as close as possible. Under no circumstances shall the recreational vehicle/boat/trailer and shielding interfere with the views enjoyed by neighboring properties. No recreational vehicle/boat/trailer or screening shall exceed twelve (12) feet in height as measured by the foundation line.

13. ARTICLE VII, OTHER RESTRICTIONS, Section 7.19 is amended as follows:

**7.19. Maintenance of Residences**

*Members shall maintain the exterior of their Lot so as to reflect the pride of ownership that all Members of the Association expect and deserve. Lots shall be maintained in a neat and orderly fashion with at least a minimum level of landscaping. Removal of weeds and debris, including areas along roadways to reduce traffic and fire hazards, and road damage, shall be accomplished by the Member. Lots which are not maintained in*

*accordance with this Article shall be maintained by the Association and charged to the Member if not accomplished within thirty (30) days of Notice.*

14. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.1 Enforcement is amended as follows and indicated by those items in *italics*:

**18.1. Enforcement.**

The Association, *the Board and/or* any Member, shall have the right to enforce, *by any remedy available pursuant to this Declaration, and* by any proceeding at law or in equity, the provisions of this Declaration *and all amendments hereto*. 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 original date of recording this Declaration, *February 5, 1999*, which violates any provision of this Declaration *and amendments thereto*, shall be deemed a nonconforming use and shall not be subject to abatement.

- a. *Any Member committing a Violation shall be entitled to Notice and Hearing and, in addition to Notice and Hearing, such Violation may be enforced as otherwise provided herein. For each Violation which constitutes a threat or potential threat of harm to property or persons, as determined by a Member or the Board, any Violation continuing for any consecutive seven (7) day period following the hearing shall be considered an additional Violation subject to this Article. For each Violation which does not constitute a threat or potential threat of harm to property or persons, as determined by the Board, any Violation continuing for any consecutive thirty (30) day period following the hearing shall be considered an additional Violation subject to this Article.*
- b. *Each member shall be responsible for his own Violations, for the Violations of any person using or otherwise present on the Member's Lot at the time of the commission of the Violation, for the Violations of all residents on his Lot, for all tenants and for any and all parties related to such Violation.*
- c. *Members responsible for the Violation shall be subject to an assessment of a \$50 fine for the first Violation. Each subsequent Violation will be subject to a \$100 fine and such legal action as deemed appropriate by the Board. All fines not paid within ten (10) days will be assessed interest at the rate of 18% per annum.*

15. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.4 *Right to Notice and Comment* is *deleted* in its entirety.

16. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.5 Right to Notice and Hearing is renumbered as ARTICLE XVIII, General Provisions, Section *18.4 Right to Notice and Hearing*.

17. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.4 Right to Notice and Hearing is amended to substitute the term "*the Declaration*" in each instance for the term "the Documents".

18. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.4 Right to Notice and Hearing is amended to substitute the term "*hearing*" in each instance for the term "meeting".

- 19. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.6 Appeals is renumbered as ARTICLE XVIII, General Provisions, Section 18.5 Appeals.
- 20. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.5 Appeals is amended to substitute the term "hearing" in each instance for the term "meeting".
- 21. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.7 Captions is renumbered as ARTICLE XVIII, General Provisions, Section 18.6 Captions.
- 22. ARTICLE XVIII, GENERAL PROVISIONS, Section 18.8 Conflict with Bylaws is renumbered as ARTICLE XVIII, General Provisions, Section 18.7 Conflict with Bylaws.

Except as amended by this Amendment to Declaration of Covenants for La Paz Homeowners' Association, Inc., and as amended by those amendments expressly recognized herein, the Declaration of Covenants for La Paz Homeowners' Association, Inc. remains in full force and effect.

IN WITNESS WHEREOF, this amendment is made and effective on the date first above written.

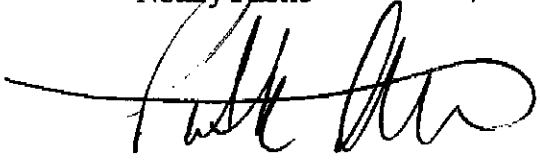
Dated this 4 day of May 2006

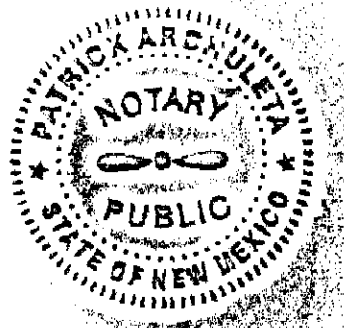
Signed  
  
 By Jack Boyland, President

LA PAZ HOMEOWNER'S ASSOCIATION, INC.

Jack Boyland (President of La Paz at Eldorado Homeowners Association) acknowledged this amended Declaration of Covenants for La Paz at Eldorado before me this 4 day May 2006.

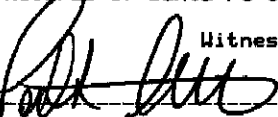
Notary Public CYP- 11/22/09





COUNTY OF SANTA FE ) AMENDMENT  
 STATE OF NEW MEXICO ) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 4TH Day Of May, A.D., 2006 at 09:55 And Was Duly Recorded as Instrument # 1431731 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
 Valerie Espinoza  
 Deputy  County Clerk, Santa Fe, NM