

Amendment to Declaration of Covenants for La Paz at El Dorado

The following amendment revises the Original Declaration of Covenants filed in The County of Santa Fe, State of New Mexico County Clerk Records in book 1359 page 878-936 on the 1st day of April 1997 at 11:37AM. In addition, it amends the changes also filed in The County of Santa Fe, State of New Mexico County Clerk Records in book 2129 page 779-781 on the 16th day of May 2002 at 2:11PM. To the extent the amendments conflict with the aforementioned Original Declaration of Covenants, the following amendments shall control.

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 new purchasers of the Lot will pay the same amount to the Association at the closing.

In addition, an annual fee of \$25.00 per lot for fire protection will be assessed by the Association. The lot owner will be responsible for payment of \$25.00 to the Association.

4.6. Accounts.

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 account, provided that all reserves shall be held in a separate fund.

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 purchasers right to recover from the selling Member amounts paid by the purchaser therefore.

4.10. Maintenance, Repair, Replacement and other Common Expenses.

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

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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 the Board of Directors shall determine replacements.

Minimum road maintenance of La Paz at Eldorado 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 annual blading of the non-paved traveled ways, reshaping roadway shoulders and cleaning drainage culverts.

ARTICLE V ARCHITECTURAL REVIEW

NO CONSTRUCTION SHALL BE COMMENCED 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 composed of three (3) or more persons appointed by the Board of Directors. 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 OF THE ARCHITECTURAL COMMITTEE TO ANSWER ANY WRITTEN REQUEST FOR APPROVAL WITHIN SIXTY (60) DAYS SHALL NOT 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) EXCEPT FOR HOUSES EXISTING PRIOR TO THE DATE OF THIS AMENDMENT, only one single family dwelling of not less than ONE THOUSAND SEVEN HUNDRED (1,700) square feet of interior heated space shall be allowed on each lot. The main dwelling must have at least one double car enclosed garage. SAID GARAGE SHALL BE USED FOR THE STORAGE OF AUTOMOBILES AND OTHER MOTORIZED VEHICLES. CARPORTS ARE PROHIBITED.

(As amended and recorded in book 2129, page 779-781 on May 16, 2002)

- (b) ALL BUILDINGS, IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO HOUSES, FENCES AND UTILITY STRUCTURES SHALL BE PLACED APPROPRIATELY WITHIN THE BUILDING

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ENVELOPE AND BUILDING SETBACK REQUIREMENTS. FROM THE PROPERTY LINE A MINIMUM 50-FOOT IN FRONT AND 20 FEET ON THE SIDES SHALL BE OBSERVED. This requirement does not apply to utility lines.

(As amended and recorded in book 2129, page 779-781 on May 16, 2002)

(c) The construction and architecture shall adhere to the traditional Pueblo style, Territorial style, or Northern New Mexico style architecture, except that the Architectural Committee may permit other architectural styles 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. The Architectural Committee shall make all decisions as to style and materials.

(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) EXTERIOR LIGHTS SHALL NOT EXCEED 500 WATTS OF INCANDESCENT LIGHTING OR EQUIVALENT IN THE AGGREGATE, WITH NO SINGLE LIGHT EXCEEDING 100 WATTS. SECURITY/FLOOD LIGHTS SHALL BE ON A TIMED BASIS NOT TO EXCEED 5 MINUTES AND SHALL BE DOWNWARD FACING. All other exterior lights shall be adequately shielded and downward facing so that the lighting does not adversely affect other lots as decided by the Architectural Committee. Recommended lighting is southwestern sconce style lighting. Style of exterior lighting shall be approved by the Architectural Committee.

(f) No structure shall exceed twenty-two (22) feet in height as measured from finished interior grade. LARGE ACCESSORY BUILDINGS, SUCH AS STUDIOS AND GARAGES, SHALL BE LOCATED CLOSE TO THE DWELLING HOUSE, AND SHALL BE ARCHITECTURALLY INTEGRATED WITH AND BE SUBSERVIENT TO THE DWELLING HOUSE.

- THESE LARGE BUILDINGS SHALL BE CLOSE TO DWELLING HOUSE (HISTORICAL INTENT WAS WITHIN 15 FEET).
- SHALL BE ARCHITECTURALLY DESIGNED IN STYLE AND MATERIALS SIMILAR TO DWELLING HOUSE, AND HEIGHT SHALL NOT EXCEED THAT OF PRIMARY DWELLING.
- SHALL BE LINKED TO THE DWELLING HOUSE WITH A RAMADA, WALL, GATE, FENCE, BREEZEWAY, COURTYARD, OR SIMILAR INTEGRATING STRUCTURE.
- SHALL BE OF A COLOR TO MATCH THE DWELLING HOUSE. SHALL OBSERVE ALL PROPERTY LINE SETBACKS.
- SHALL NOT BE USED AS A SEPARATE "RESIDENCE" AND/OR RENTED
- SHALL NOT CONTAIN LAUNDRY FACILITIES (WASHER AND DRYER)
- SHALL BE ALLOWED TO HAVE SMALL KITCHENETTE BUT SHALL NOT HAVE A FULL KITCHEN
- SHALL UTILIZE SAME UTILITIES AS MAIN STRUCTURE AND SHALL NOT HAVE SEPARATE METERS,

SMALL ACCESSORY STRUCTURES, SUCH AS STORAGE SHEDS AND GREEN HOUSES, SHALL BE

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LOCATED SO AS TO MINIMIZE THEIR VISUAL IMPACT ON THE SURROUNDING NEIGHBORHOOD, AND SHALL BE OBSCURED BY SCREENING IN SOME REASONABLE MANNER.

- THESE SMALL BUILDINGS ARE USUALLY INTENDED FOR STORAGE OF MOWERS, BICYCLES, GARDEN TOOLS, AND MISCELLANEOUS SMALL ITEMS, WHICH WOULD OTHERWISE BE KEPT IN THE GARAGE.
- THESE SMALL BUILDINGS SHALL BE NO LARGER THAN 10 x12 FOOT STRUCTURES AND NOT EXCEED 8 FEET IN HEIGHT.
- SHALL BE OBSCURED BY SCREENING (DWELLING HOUSE, FENCING AND/OR PLANTINGS) SUFFICIENTLY DENSE AND NUMEROUS AS TO COVER 75% OF THE VISIBLE AREA AS SEEN FROM AN ADJACENT LOT OR ROADWAY. SUCH SCREENING MUST BE SPECIFIED AT THE TIME OF APPLICATION AND COMPLETED WITHIN THREE MONTHS.
- COLOR OF WALLS, ROOF, AND TRIM SHOULD MATCH THE COLORS OF THE HOUSE. ROOF MUST BE LOW REFLECTIVE
- ALL PROPERTY LINE SETBACKS MUST BE OBSERVED, (EXCEPT IN THE CASE OF PLANTINGS USED FOR SCREENING THESE SMALL BUILDINGS).

(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.

(h) Exterior Stucco and trim color shall be approved by the Architectural Committee for new construction, remodels and additions, and general maintenance. Acceptable colors are variations of tan, brown, and charcoal. A list of approved colors is available from the Architectural Committee.

(i) Spark arrestors are mandatory on all fireplaces.

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, not picking up pet feces, 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.

7.5. Tree Removal.

Live 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.

7.9. Fences and Walls.

UNDER NO CIRCUMSTANCES SHALL THE TOTAL AREA ENCLOSED BY FENCES OR WALL ON ANY INDIVIDUAL LOT EXCEED 4,000 SQUARE FEET. PERIMETER FENCES ARE PROHIBITED.

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NO FENCE SHALL EXCEED 6 FEET IN HEIGHT AS MEASURED FROM THE PRIMARY RESIDENCE NATURAL GRADE.

WHEN USED IN CONFORMITY WITH THE BUILDING MATERIALS USED IN THE CONSTRUCTION OF THE HOUSE AND SECTION 6.1 HEREOF, THE FOLLOWING ARE GUIDELINES FOR FENCES AND WALLS:

1. CONCRETE BLOCK WALLS AND PILASTER SHALL BE STUCCO WITH A COLOR TO MATCH THE EXISTING HOUSE.
2. COYOTE OR LATILLA FENCE (STRINGERS ON INSIDE) MAY BE PLACED IN THE REAR OF THE HOUSE ONLY.
3. CEDAR/PINE SLATS (STRINGERS ON INSIDE) AND/OR FIRST CUT OR TAILING WOOD SLATS MAY BE PLACED IN THE REAR OF THE HOUSE ONLY.
4. ROCK OR STONE.
5. SPLIT RAIL.
6. EXPOSED STABILIZED ADOBE AND/OR PLASTER.

WIRE FENCING, INCLUDING BUT NOT LIMITED TO POST AND WIRE AND CHAINLINK ARE PROHIBITED.

ALL PROPERTY LINE SETBACKS SPECIFIED IN THE COVENANTS SHALL BE OBSERVED FOR FENCES AND WALLS (INCLUDING "INVISIBLE FENCING"). EXCEPTIONS INCLUDE TREES, HEDGES, OR OTHER PLANTINGS ON OR NEAR THE PROPERTY LINE.

NOTE: Prior approval by the Architectural Committee is required before construction.

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 larger than three (3) feet in diameter, 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. Installation of antennae, saucers, or other reception devices must be on the roof, in an inconspicuous location, not to exceed the highest point on the house or the highest allowable height for the lot, whichever is less.

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 more than one (1) one recreational vehicle and one (1) boat or trailer of any kind may stored on any lot. TREES AND/OR PRIVACY FENCING SHALL BE REQUIRED TO ADEQUATELY SHIELD RECREATIONAL VEHICLE OR BOAT SO AS NOT TO BE VISIBLE TO NEIGHBORS. COVERS ARE MANDATORY ON ALL RV'S (MOTOR HOMES, FIFTH WHEELS, TRAVEL TRAILORS, ETC) AND ANY TRAILER EXCEEDING FOUR (4) FEET IN HEIGHT. COVER SHALL MATCH COLOR OF HOME AS CLOSE AS POSSIBLE. UNDER NO CIRCUMSTANCES SHALL THE RECREATIONAL VEHICLE/BOAT AND SHIELDING INTERFERE WITH THE VIEWS ENJOYED BY NEIGHBORING

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PROPERTIES. NO RECREATIONAL VEHICLE/BOAT/TRAILER OR SHIELDING SHALL EXCEED TWELVE (12) FEET IN HEIGHT AS MEASURED BY THE FOUNDATION LINE.

7.18. Other Uses.

No other uses are permitted that are or would be inconsistent with the residential character of the Subdivision.

ARTICLE XIII SOLID WASTE DISPOSAL

Waste shall be kept in covered containers and shall be stored and disposed of in a manner approved by the New Mexico Environmental Department.

Dated this 7 day of October, 2004

La Paz at Eldorado Homeowners Association

Signed

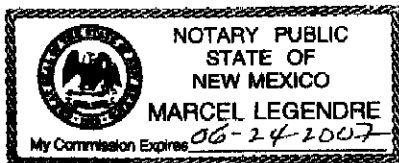
By: Jack Boyland, President

Jack Boyland (President of La Paz at Eldorado Homeowners Association) acknowledged this amended Declaration of Covenants for La Paz at Eldorado before me this 7TH day of OCTOBER, 2004.

Notary

Marcel Legendre

STATE OF NEW MEXICO
COUNTY OF SANTA FE



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDMENT
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Hereby Certify That This Instrument Was Filed for record On The 7TH Day Of October, A.D., 2004 at 09:11 and Was Duly Recorded as Instrument # **1349561** The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Rebecca Bustamante
County Clerk, Santa Fe, NM

