

Amendment to Declaration of Covenants for La Paz at Eldorado

2129779

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. To the extent the following amendments conflict with the aforementioned Original Declaration of Covenants, the following amendments shall control.

The Property constituting La Paz at Eldorado 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, 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.

In order to obtain conformity in Covenants and ease in administration thereof, except as amended by the following, the original declaration of Covenants filed in The County of Santa Fe, State of New Mexico County Clerk Records, shall be applicable, and are incorporated herein by reference, to all phases of La Paz at Eldorado.

Article V: No construction shall be commenced without written approval of the architectural committee. Failure of the Architectural Committee to answer any written request for approval within sixty (60) days shall not constitute consent to the proposed action.

Section 6.1 (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.

Section 6.1 (b): All buildings, improvements, including but not limited to houses, fences and utility structures shall be placed appropriately within the building 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.

Section 6.1 (c): Exterior floodlights shall not exceed 500 watts in the aggregate, with no single light exceeding 100 watts. Security lights shall be on a timed basis not to exceed 5 minutes. All exterior floodlights and lamps shall be adequately shielded so that the lighting does not adversely affect other lots.

Section 6.1 (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.

Small accessory structures, such as storage sheds and green houses, shall be located so as to minimize their visual impact on the surrounding neighborhood, and shall be obscured by screening

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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 x 12 foot structures and not exceed 8 feet in height.
- Shall be obscured by screening in some reasonable manner (dwelling house, fencing and/or plantings). 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).

Section 7.4: No farm animals, including but not limited to horses, cattle, pigs, sheep, or poultry may be maintained or raised, temporarily or permanently on any lot in La Paz.

Section 7.6: reference to carport shall be deleted.

Section 7.9: All fences must stay within the building envelope. 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. No fence shall exceed 6 feet in height as measured from the primary residence construction 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 on the rear house only.
4. Rock or stone.
5. Wood post and wire in rear of the house only.
6. Split rail.
7. Exposed stabilized adobe and/or plaster.

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.

Section 7.10(a): One (1) temporary sign, which indicates the name and address of the builder of the home. Said sign must not exceed two (2) feet by four (4) feet, and may not be higher than five (5) feet tall. Said temporary sign shall be removed when the home is occupied.

Section 7.10(b): One (1) sign advertising a lot or house for sale, provided the sign is not more than two (2) feet by four (4) feet. One sign advertising the lot for sale may be used in addition/conjunction with a temporary sign identifying the builder of the home. Said signage shall be removed immediately upon the closing of a purchase and sale agreement. Houses for rent may only display one sign indicating home for rent, not to exceed 2 ft. by 4 ft.

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Section 7.10(c): A residential nameplate, 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.

Section 7.12: No tents, shacks, trailers, campers, motor homes, mobile homes, outbuildings, or garages shall be lived in or used for residence within the Subdivision. No prefabricated, pre-manufactured, or off-site-built structure shall be permitted.

Section 7.15: 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 or one (1) boat may stored on any lot. Trees and/or privacy fencing may be required to adequately shield recreational vehicle or boat so as not to be visible to neighbors. Under no circumstances shall the recreational vehicle/boat and shielding interfere with the views enjoyed by neighboring properties. No recreational vehicle/boat or shielding shall exceed twelve (12) feet in height as measured by the foundation line.

Section 8.3: Contractors shall put all refuse and waste construction materials in properly covered waste receptacles to insure the winds do not dislodge litter throughout the neighborhoods. Temporary trash retention fences shall also be used to prevent waste from drifting to adjacent properties. Each contractor shall be required to tender a refundable deposit of Five Hundred (\$500) Dollars prior to the commencement of construction to insure adequate prevention of disbursement of building materials, trash, refuse, and the like. In the event the construction site and adjoining properties are maintained and/or kept free of disbursed refuse, and the contractor maintains compliance with the covenants, rules and regulations of La Paz, the deposit shall be returned upon completion of construction. Upon notice of noncompliance with covenants or this environmental hygiene provision, by the architectural committee, in addition to forfeiture of the deposit, noncompliance shall be subject to a Fifty (\$50) Dollar per day charge for each day of non-compliance.

Section 8.4: These Covenants may be amended upon an affirmative vote of 51 % of the members in attendance at a meeting expressly convened for the purpose of amending the Covenants. Proxies shall be permitted for members who are unable to attend such a meeting.

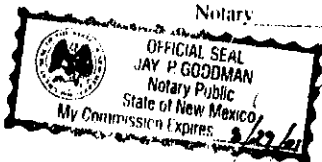
Dated this 15 day of May 2002

La Paz at Eldorado Homeowners Association

By: H. L. Cannon, President

State of New Mexico
County of Santa Fe

H. L. Cannon (President of La Paz at Eldorado Homeowners Association) amended Declaration of Covenants for La Paz at Eldorado before me this 15 day of May 2001.



4/9/02

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Jss
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THE 16 DAY OF May A.D.
20 02 AT 2:44 O'CLOCK P.M.
AND WAS DULY RECORDED IN BOOK P-2129
PAGE 779-781 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