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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR:

LOTS 1 THROUGH 11 OF UNIT 2, BLOCK 26,
LOTS 1 THROUGH 11 OF UNIT 2, BLOCK 27,
AND LOTS 10, 11 OF UNIT 2 BLOCK 28
IN ELDORADO AT SANTA FE, N.M.

THIS DECLARATION is made on the date hereinafter set forth by Edward C. Clark and Mary G. Clark, hereinafter referred to collectively as ("Declarant").

WITNESSETH:

WHEREAS Declarant is the owner of certain property in the subdivision of Eldorado at Santa Fe, County of Santa Fe, State of New Mexico, more particularly described above, and as shown in EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, hereinafter referred to as the Property;

NOW, THEREFORE, Declarant hereby declares that all of the acreage located at the Property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions (hereinafter "Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and shall be included in full or by reference, in all deeds and mortgages thereto. Said Covenants shall be in addition to all existing Covenants currently of record.

1) DETACHED BUILDINGS: No detached garage, guest house, studio or other detached building shall be allowed. Buildings shall be considered attached if they are separated from the main residence by no more than fifteen (15) feet and are connected to the main residence by a roofed or partially roofed breezeway, portal or similar connecting structure. An unroofed wall or fence or walkway shall not be sufficient to constitute an attachment.

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2) HEIGHT RESTRICTIONS: No structure shall exceed sixteen (16) feet in height above the highest undisturbed, natural ground where measured immediately adjacent to the main residence. No part of a garage, portal nor similar attached structure shall rise above said measured height adjacent to the main residence. Such maximum height shall include parapets and roof tops. Chimneys, stacks, vents, masts and other similar parts of and/or attachments to buildings may exceed these height restrictions by no more than two (2) feet. There shall be no two (2) story buildings on any lot, although clerestories shall be allowed within said height restrictions.

3) SET-BACKS: No part of any building shall be closer than twenty-five (25) feet from any side or rear property line. Unroofed walls three (3) feet or less in height are specifically exempted from this restriction, as per section 5 hereof.

(4) BUILDING ENVELOPES: No part of any structure, with the exception of walls, fences and unroofed patios as described in section 5, shall be placed outside the assigned building envelope for each lot as indicated on the attached plat marked Exhibit 'A'.

Declarant retains the right during the first three (3) years following the date of recording of this declaration to adjust any or all boundary lines of any building envelope by no more than five (5) feet in any direction so long as Section 3 of this Declaration is not violated thereby.

During said first three (3) years Declarant also retains the right to adjust those building envelope boundary lines lying closest to the common line of any two (2) adjoining lots whose owner(s) agree to such change in writing, so long as such change does not extend a building envelope more than five (5) feet closer to the building envelope of any lot immediately adjoining the subject lots and, in the sole judgment of the Declarant, so long as such change will not otherwise have a substantial visual or other negative impact on any third lot.

Subsequent to said three (3) years the building envelope boundaries of any lot may be adjusted only with the written permission of the owners of record of all lots having a full or partial lot boundary in common with the subject lot. Any lot separated from the subject lot by a road, street or drainage easement is specifically excluded from this requirement for written permission. Said written permission, whether by Declarant or by adjacent lot owners, shall be signed, notarized and put on record in the office of the Santa Fe County Clerk.

5) FENCES, WALLS AND UNROOFED PATIOS OUTSIDE BUILDING ENVELOPES: Fences and walls built outside a building envelope shall not exceed six (6) feet in height. Unroofed patios, and fences and walls greater than three (3) feet in height, shall not be built closer than twenty-five (25) feet from any lot line. Fences and walls, any portion of which is both more than three (3) feet in height and outside a building envelope, shall be attached at both ends to the main residence, and shall not enclose a total area outside the building envelope which is greater than two thousand (2000) square feet.

constructed simultaneously with or prior to said conversion.

9) ANIMALS: No more than two (2) dogs and two (2) cats which are sixteen (16) weeks of age or older shall be kept on any one lot.

10) EXTERIOR LIGHTS: All exterior lights shall be so situated as not to shine toward surrounding lots. Bright, glaring lights on rooftops, on poles over ten (10) feet tall, on patio walls or elsewhere are not allowed.

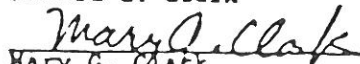
11) DURATION AND AMENDMENT: These covenants shall continue in effect for ten (10) years from the date hereof, at which time such covenants shall automatically be extended for successive periods of ten (10) years unless at such time they are modified or abrogated by consent in writing by the then owners of seventy-five percent (75%) of the twenty-four (24) lots contained in the Property. At the end of the year Two Thousand One (2001) A.D. and at the end of each successive ten year (10) period after the year Two Thousand One (2001) A.D., these covenants may be abrogated or modified by consent in writing by the then owners of seventy-five percent (75%) lots contained in the Property. Any abrogation or modification shall be reduced to writing, signed, acknowledged and recorded in the office of the County Clerk of Santa Fe County, New Mexico, by the persons entitled to abrogate or modify the covenants. Covenants may also be modified or abrogated at any time provided that specific consent by the then owners of all twenty-four (24) lots contained in the Property is obtained in writing, signed, acknowledged and recorded in the office of the County Clerk of Santa Fe County, New Mexico. Section 4 of this Declaration is in addition to and apart from the procedures of this Section 10.

11) ENFORCEMENT: Any lot owner may enforce these Covenants in any court having jurisdiction over the subject matter hereof. In any legal or equitable proceeding for the enforcement of these Covenants and Restrictions, whether it be an action for damages, declaratory relief or injunctive relief, or any other action, the losing parties or party shall pay the attorneys' fees of the prevailing party or parties in such reasonable amounts as shall be fixed by the Court having jurisdiction brought for the purpose of enforcing these Covenants. The prevailing party shall be entitled to said attorneys' fees even though said proceeding is settled prior to judgment.

12) SEVERABILITY: The invalidation of any one of the foregoing protective Covenants or Restrictions by judgment or court order shall in no way affect any of the other provisions hereof, all of which are to remain in full force and effect.

DATED: September 9, 1991


Edward C. Clark


Mary G. Clark

The preceding paragraph shall not prevent a lot owner from constructing a privacy wall up to six (6) feet in height, if otherwise allowed by existing covenants of record, parallel to and from fifteen (15) to sixty (60) feet from the right-of-way for the following streets, namely, Avenida de Compadres and Avenida Eldorado, and parallel to and within sixty (60) feet of the right-of-way for the Atchison, Topeka and Santa Fe Railroad, where said streets and railroad adjoin the Property.

Use of wire and metal mesh fencing is discouraged; if used, and if otherwise permitted by existing covenants of record, such metal fencing shall be at least one-hundred (100) feet from any lot line abutting a street, shall be at least twenty-five (25) feet from any side or back lot line, and shall be entirely painted dark green or some other dark, earth-tone color. The total combined length of all sides of such metal fencing on any one (1) lot shall not exceed eighty (80) feet. Nothing in the preceding shall prevent the construction of such metal fencing, nor a fence greater than three (3) feet but less than six (6) feet in height, nor an unroofed patio, closer than twenty-five (25) feet from any side or back lot line, provided that the owner(s) of the adjacent lot(s) which abut said side or back lot line agree to such in writing.

Nothing in the preceding shall prohibit the construction of an entry wall, if otherwise allowed by existing covenants of record, up to five (5) feet in height on either or both sides of a driveway entrance, such entry wall to be no more than thirty (30) feet from the center of such driveway and no more than thirty (30) feet from the right-of-way for the street which the driveway enters. Nor shall these Covenants prevent the construction of any rock or similar retaining wall which rises no more than one (1) foot above the highest ground level immediately adjacent to the retaining wall.

6) EASEMENT FOR PLANTING OF TREES AND/OR SHRUBS: A fifteen (15) feet wide easement for the planting of trees and/or shrubs is located adjacent and parallel to Avenida de Compadres, Avenida Eldorado and Monterey Road on the following lots: Block 27, Lots 1, 2 and 3, and Block 28, Lots 10 and 11, all as shown on Exhibit 'A'. Owners of lots subject to said easement for the planting of trees and/or shrubs shall have the right to remove as many trees and/or shrubs from said easement as may be required for the construction of a driveway, but shall allow the installation and maintenance of a pipe beneath such driveway for watering plants and/or shrubs within said easement.

7) EQUIPMENT AND VEHICLES: All clotheslines, clothes drying equipment, mechanical and other equipment, supplies, dish antennae, extra automobiles, trailers, boats, recreational vehicles and similar mobile structures, vehicles and equipment shall be screened from view by means of a coyote fence, wall or similar treatment.

8) GARAGE: A garage large enough to house at least two (2) automobiles shall be constructed during the initial building phase of any house. The garage shall be used primarily for vehicles (for two (2) vehicles if more than one (1) vehicle is kept on the property), and not for storage in lieu of vehicles. If a garage is converted to residential use, a replacement garage for two (2) vehicles shall be

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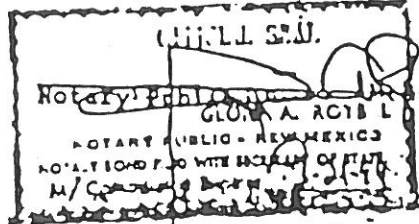
ACKNOWLEDGEMENTS

STATE OF NEW Mexico

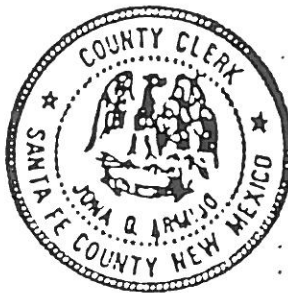
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 9th

_____ day of September, 1991 by: Edward C. Clark
and Mary C. Clark



My commission expires: _____



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COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 11th day of Sept A.D.
1991 at 3:15 o'clock P.M.
and was duly recorded in book 752
page 739 - 745 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Jona Q. Armijo
County Clerk, Santa Fe County, N.M.

Veronica Clayton

Deputy