

**FIRST AMENDED
DECLARATION OF COVENANTS
AND RESTRICTIONS OF
ESTANCIAS ATALAYA SUBDIVISION**



*Stakeout Drive and State Road 68
Taos, New Mexico*

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**AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ESTANCIAS ATALAYA SUBDIVISION**

This Amended Declaration of Covenants and Restrictions for the Estancia Subdivision are entered into by and among all the property owners in the Estancia Atalaya Subdivision as defined below.

WITNESSETH

WHEREAS, the Estancias Atalaya Subdivision, located in Taos County, New Mexico, was established by the filing of the final subdivision plat, job no. S4742-2A dated October 10, 2006 entitled "Estancias Atalaya Subdivision", prepared by Scott B. Cowl, NMLS no. 12441, of Rio Grande Surveying Service, filed for record in Cabinet E, page 165-A, records of Taos County, New Mexico, and the recording of the Declaration of Covenants and Restrictions of Estancias Atalaya Subdivision (the "Declaration") filed for record on May 7, 2009, in Book 682, pages 147-158, records of Taos County, New Mexico;

WHEREAS, the Declaration provides it may be amended with written approval of seventy five percent (75%) of the Members;

WHEREAS, the owners of 40 lots, representing more than seventy five percent (75%) of the Members, wish to set for their agreement concerning the amendment and restatement of the Declaration, as provided herein.

NOW, THEREFORE, it is hereby agreed as follows:

PURPOSE

1.1 Owners' Intention

It is the intention of the undersigned Owners of Estancias Atalaya Subdivision Lots, expressed by the execution of this instrument, that the lands within Estancias Atalaya Subdivision shall mean all of the real estate described within the filed Subdivision plat.

1.2 Respect for the Environment

It is the purpose of these Covenants that all Estancias Atalaya Subdivision Lots be developed and maintained to continue as a highly desirable residential area, and that the present natural beauty of the land, including the views, drainage, dark night skies, wildlife, and plant life, be preserved to the extent consistent with the express requirements of this Declaration.

1.3 Safety and Resilience

Further, this Declaration supports the goal of safety and preparedness in the event of a natural or man-made disaster and it fosters resilience in responding to changing and difficult conditions.

2 DEFINITIONS

2.1 Dues and Assessments

EAPOA funding requirements that may be placed upon all or individual Members, and that may be categorized as; Annual Dues, Special Assessments, or Fines.

2.1.1 Annual Dues

Fees levied on each Member equally, each year, to fund the routine requirements and business affairs of the Estancias Atalaya Property Owners Association.

2.1.2 Special Assessments

One time funding requirement(s) that may be placed on all EAPOA members for the benefit of all Members and Estancias Atalaya Subdivision. A Special Assessment may be planned, or it may be in response to an unforeseen circumstance.

2.1.3 Fines

Assessments levied on a specific Owner for non-compliance with or to enforce the EAPOA Covenants and Restrictions as stated in this Declaration.

2.2 Association

The Estancias Atalaya Property Owners Association (EAPOA), is a New Mexico nonprofit corporation. Copies of the Articles of Incorporation and Bylaws for the Estancias Atalaya Property Owners Association are recorded in the office of the Taos County Clerk.

2.3 EAPOA Board

The group of officers and directors elected by the members of the Estancias Atalaya Property Owners Association to enforce and defend the Covenants and Restrictions, set Annual Dues, Special Assessments, and Fines, and otherwise manage the affairs of the Association as prescribed in the Bylaws of the Association then in force. The EAPOA Board may also be referred to as the "Board of Officers and Directors," or "Board of Directors."

2.4 Building Envelope (Homesite Area)

That portion of each Lot shown on the subdivision plat within which all buildings, improvements, and landscaping must be located. It is the only area where alterations to the natural landscape may occur except for drainage control, forest management, construction of single driveway, construction of a single-entry gate, construction of a water well and its underground back-up generator, if applicable, placement of underground utilities, planting of plants, shrubs, grasses, and trees indigenous to the immediate area ecosystem, and decorative landscaping and lighting at the driveway entrance and gate.

2.5 Building Envelope Survey

A permanent staking of the Building Envelope corners by a licensed surveyor.

2.6 Building and Construction Plan

A graphical or symbolic representation of the design and layout of a building or structure, to be sited within the authorized Building Envelope, which is designed to conform with and satisfy the requirements and intent set forth in this Declaration and approved before construction begins. It will nominally include several types of drawings such as floor plan, site plan, cross sections, structural, mechanical, elevations, electrical, plumbing, gas line, digital cables, heating and cooling, lighting, landscape, and other drawings as may be appropriate. The Building and Construction Plan may be completed in paper format, or in digital or electronic format.

2.7 Building Review Process

The method used by the Board to verify that Building and Construction Plans of any and all structures and modifications thereto fall within the Building Envelope and conform to the EAPOA Covenants and Restrictions.

2.8 Detached Single-Family Residential Dwelling

A residence designed to be occupied by only one household or family (whether owned by one or more parties), and related structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes as defined under Section 4, Building Envelope Permitted Uses. It shall not mean or include any flat, apartment, multi-family dwelling, townhouse, condominium, lodging or rooming house, hotel, hospital, sanatorium, or commercial time-share residence, none of which shall be permitted on any Lot.

2.9 Lot

A platted parcel of surveyed and recorded land upon which a private single-family residential dwelling may be erected, within the designated Building Envelope, in conformance with the requirements of this Declaration. All Lots shall contain at least one surveyed and recorded building site designated as the Building Envelope.

2.10 Members

The legal Owner(s) of each Lot within Estancias Atalaya Subdivision.

2.11 Outbuilding

An enclosed, covered structure, or ramada not directly attached to a private single-family residential dwelling to which it is appurtenant, and any building attached to a private single-family residential dwelling by means of a covered walkway, breezeway, or similar structure.

2.12 Owner(s)

The natural person(s) or legal entities with guarantor or trustee (a person or entity with legal responsibility and authority to execute the matters of the property), holding title to a specific Lot within Estancias Atalaya Subdivision.

2.13 Property

A specific Lot owned by a member of the Estancias Atalaya Property Owners Association.

2.14 Reference Elevation

The highest point of undisturbed natural grade abutting the proposed building footprint.

2.15 Reviewing Agent(s)

A person or persons duly appointed by the EAPOA Board to review and confirm to the Board and/or Chairman of the Architectural Review Committee that proposed construction of buildings,

site improvements, and other external improvements, as presented, comply with the EAPOA Covenants and Restrictions.

3 THE ESTANCIAS ATALAYA PROPERTY OWNERS' ASSOCIATION

3.1 Association

The Association, acting through its Board, will administer and enforce the Covenants and Restrictions, and will operate the subdivision's common facilities, if any.

3.2 Membership

The legal Owner(s) of each Lot within the subdivision automatically become(s) a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Property.

3.3 Voting Rights

Class A. Class A members shall be all owners with the exception of the declarant, Gijosa Preservation Company, Inc. There shall be one (1) vote per Lot owned. When more than one person or legal entity holds an interest in any Lot, all such persons or legal entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, Gijosa Preservation Company, Inc., or its assigns, and shall be entitled to two (2) votes for each lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership when a total votes outstanding in the Class A membership equals sixty-seven percent (67%) of the total votes.

3.4 Assessments

The Association, acting through its Board, may impose Annual Dues, Special Assessments, and Fines on the Members of EAPOA. Assessments levied and collected may be used for the purposes stated in Sections 3.4.1—3.4.3, below.

3.4.1 Annual Dues

3.4.1.1 Purposes

Annual Dues will be used for those purposes stated by the Board in its annual budget presented to the membership at the Annual Meeting, and for such additional expenses deemed appropriate by the Board so long as those expenditures are for the benefit of the Membership as a whole. The purpose for the Annual Dues include, but are not limited to, general liability insurance, directors and officers insurance, road maintenance, open space and trail maintenance, legal expenses, snow removal, special consultants, and morale and welfare activities of the community.

3.4.1.2 Increase Limitations

The Annual Dues may not be increased by more than twenty percent (20%) per year except by agreement of Owners of at least thirty (30) of forty-four (44) Lots.

3.4.2 Special Assessments

In any Assessment year and for that year only, the EAPOA acting through its Board may impose a Special Assessment for one or more of the following: 1) the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the road right-of-way, open space area, or any easement areas now existing or created by the Estancias Atalaya Property Owner's Association in the future; or 2) unforeseen requirement or catastrophic events. Any Special Assessment proposed by the Board to be levied on the Membership in its entirety that is over five thousand dollars (\$5,000) shall have the assent of the Owners of sixteen (30) of forty-four (44) Lots.

3.4.3 Fines

The Board, after consideration, may impose a Fine for reasonable costs, interest, and attorney's fees with respect to one or more Lots for a violation of a Covenant. Such an Individual Assessment shall be in addition to and not as a substitute for correction of the violation. Correction of the violation within the allotted time assigned by the Board shall void the Fine. Such Fine to any single Lot Owner(s) shall not exceed five thousand dollars (\$5,000) for single or cumulative Fine(s) without the assent of the Owners of thirty (30) of forty-four (44) Lots. Notwithstanding the forgoing, the assessed Owner(s) retain the option to pay the fine without the benefit of a Membership at large vote.

3.5 Assessments Due Dates

3.5.1 Annual Dues

The Board shall fix the amount of the Annual Dues against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the amount of the Dues and the date by which they are to be paid shall be sent to every Owner subject thereto. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the Assessment to a specified Lot has been paid. Requesting party will pay for any expenses incurred in providing such certificate.

3.5.2 Special Assessments

Notice of due dates and amounts to be paid by the Owners of each Lot for a Special Assessment, and if so for an amount that exceeds five thousand dollars (\$5,000), that has been approved by the requisite number of Members of EAPOA, shall be sent to every Owner subject thereto.

3.5.3 Fines

Notice of dates and amounts to be paid by the individual Owner(s) of a Lot for which the Fine has been levied, and for which the time has been specified, shall be sent to the affected Owner(s).

3.6 Effect of Nonpayment of Assessments and Fines

3.6.1 Effect of Assessments

Such Dues, Assessments, and Fines together with interest, reasonable costs, and reasonable attorney's fees, shall be a charge on the property. These Assessments are enforceable by filing a lien against the Owner and Property or through other legal measure. The financial obligation for one or more delinquent Assessment(s), if continuing at time of sale or transfer, shall not pass to successors in title but shall be paid at the time of transfer of title of such Lot(s).

3.6.2 Delinquent Payment

All Assessments, regardless of category, are due and payable within thirty (30) days from the date of being levied on the Lot. Any Assessment or fine not paid within thirty (30) days will be considered delinquent.

3.6.3 Non-Payment

All Assessments, including fines which are levied, and which become delinquent are subject to a lien being filed against the Owner's Property. If filed as a lien, payment of the Assessment obligation or fine triggers the removal of the Lien upon the Owner's Property, after which the Owner concerned shall be notified.

3.6.4 Remedies of the Association

3.6.4.1 Interest Penalty

Any Assessment not paid by the due date shall bear interest from the due date until the date paid in full at the rate of five percent (5%) per annum above the "WSJ Prime Rate" as published in the Wall Street Journal or Bankrate.com. Such rate to be set on the initial date of delinquency but in no case shall be less than 5.0%.

3.6.4.2 Legal Action

The Association may bring legal action against the Owner(s) who are obligated to pay the Assessment.

3.6.4.3 Property Non-use or Abandonments

No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of any of the facilities or abandonment of the Lot.

3.6.5 Legal Fees

The prevailing party shall be entitled to a reasonable attorney fee in addition to such other remedies as the court awards.

4 BUILDING ENVELOPE PERMITTED USES

4.1 Dwellings and Structures

Upon each Lot and only within its Building Envelope may be built one Detached Single-Family Residential Dwelling, together with, but not limited to such structures and outbuildings as are customarily appurtenant thereto; including a private garage, studio, workshop, solar collectors, backup generators, and one guest house. Also permitted are underground utility and water lines, cisterns, water tanks, septic tanks, and leach fields. Gates, walls, fences, and erosion control structures are also permitted.

4.2 Construction and Other Activities Outside the Building Envelope

Drainage control, forest management, construction of single driveway, construction of a single-entry gate, construction of a water well and its underground back-up generator, if applicable, placement of underground utilities, planting of plants, shrubs, grasses and trees indigenous to the immediate area ecosystem, and decorative landscaping and lighting at the driveway entrance and gate are allowed outside the Building Envelope. Gates, gate walls, fences, and erosion control structures are also permitted.

4.3 Wells

Wells servicing only one lot are prohibited. Each participant sharing a well must utilize a water meter in accordance with New Mexico State Engineer requirements, and is subject to and required to participate in a Well Sharing Agreement. The domestic water use for each lot cannot exceed is 0.50 acre-foot or 162,922 gallons per year. Domestic use is permitted for a combination of household or other domestic uses and irrigation of not to exceed 1/6th acre of non-commercial trees, lawn, and garden. In the event that the permitted amounts are reduced by a governmental authority, or the aquifer capacity or the well and/or pump efficiency diminishes, the gallonage of each share shall reduce or diminish accordingly. Similarly, if government permitted amounts are increased, the gallonage of each share shall increase accordingly.

Quarterly or monthly meter reading reports, as required by the Office of the New Mexico State Engineer, are to be completed in a timely fashion, and in the manner described in the Well Sharing Agreement. All lot owners within Estancias Atalaya Subdivision are required to be a signatory and participant of the Well Sharing Agreement that governs their particular lot.

Appropriate submission of the water use reports is to be made by the Property Owners' Association and/or the lot owners. Individual water use meter data, as well as the totalizing master meter data, via the filed reports for the same, are to be maintained in the files of the Property Owners' Association. Further, copies of every report submitted to the Office of the State Engineer are to be provided to the Property Owners' Association for this purpose.

4.4 Swimming Pool

In keeping with the goals of water conservation, mini swimming pools constructed as permanent structures which do not exceed three hundred and fifty (350) square feet of surface area, and supporting structures and water features are permitted. See also Section 5.25.1, Swimming Pool Capacity.

4.5 Sports Courts

A single sport court is permitted within the Owner's Building Envelope. Section 5.36, Sport Court, governs sport court placement and construction.

4.6 Construction and Architectural Review Process

4.6.1 Prior to Construction

Prior to any new construction or expansion, or change in exterior appearance, the Lot Owner and Lot Owner's builder will meet with the Reviewing Agent to review the Covenants and Restrictions to understand: (i) the permitted use of the Building Envelope, (ii) the building review process, (iii) the responsibilities incumbent upon the Lot Owner(s), and (iv) the requirements for the proper use of Estancias Atalaya Subdivision roads during construction. A copy of the Covenants and Restrictions will be provided to both the Lot Owner(s) and the Lot Owner's builder by the Reviewing Agent. Additionally, if necessary, the Reviewing Agent will provide a list of licensed surveyors to the Lot Owner(s).

4.6.2 Construction Plan Approval Process

Five major steps are required in the building certification process:

4.6.2.1 Step One

The Lot Owner(s) must obtain a complete set of final Building and Construction Plans and Specifications for the Lot from the builder, architect, or drafter and submit them to the Reviewing Agent. Two copies are required if in paper format, or one copy if in digital or electronic format.

4.6.2.1.1 Building Envelope Survey Requirement

If required by the Reviewing Agent, the Lot Owner(s) will provide a copy of the current survey (at his or her own expense) of the Building Envelope to ensure that all the construction is within

the Building Envelope. Prior to any new construction, Reviewing Agent will determine if further action is required to verify that the location of the construction does not violate the boundaries of the Building Envelope. If a survey is required by the Reviewing Agent, the surveyor must replace any missing or unreliable markers and ensure that all markers identifying the Building Envelope boundaries are visible to the naked eye.

4.6.2.1.2 Building and Construction Plan

A Building and Construction Plan must be completed for all buildings and structures, to include the location of the building(s) within the Building Envelope. It will nominally include several types of drawings such as floor plan, site plan, cross sections, structural, mechanical, elevations, electrical, plumbing, gas line, digital cables, heating and cooling, lighting, landscape, and other drawings as may be appropriate. Additionally, the Building and Construction Plan must include the exterior color scheme and building elevation sketch illustrating building height as measured from the Reference Elevation. Elevation at finish grade must also be shown. The Building and Construction Plan may be completed in paper format, or in digital or electronic format.

4.6.2.1.3 Site Plan

The Site Plan provided shall include terrain management with respect to natural drainage, site run-off control, and specify how revegetation will be implemented.

4.6.2.1.4 Lighting Plan

An exterior Lighting Plan as described in these Covenants and Restrictions, must be illustrated on the Site Plan document or a separate Lighting Plan document.

4.6.2.2 Step Two

All plans, including building, site, and exterior lighting plans for every structure, must be submitted to and reviewed and approved by the Reviewing Agent as conforming to the EAPOA Covenants and Restrictions before construction may begin or otherwise disturbing the natural soil or landscape.

4.6.2.3 Step Three

The Reviewing Agent is required to conduct the Architecture Review Process (with required forms) in order to verify to the Board and/or Architectural Review Committee that the new construction lies within the Building Envelope and all required plans and improvements satisfy the Covenants and Restrictions. A copy of this review will be provided to the Lot Owner.

4.6.2.4 Step Four

The Reviewing Agent is required to approve or disapprove all plans within thirty (30) days of receipt from the Owner(s). Upon receipt of completion and verification of the Architectural

Review Process by the Reviewing Agent, the Chairman of the Architectural Review Committee will notify the Owner(s) with authorization to proceed (ATP). In such instances, such as when some portion of plans have not yet been approved, conditional authorization to proceed (CATP) may be granted pending final approval of the complete Plan.

4.6.2.5 Step Five

Upon completion of construction (issuance of a Certificate of Occupancy), Owner shall notify the Reviewing Agent or representative who is allowed thirty (30) days after receipt of such notice to conduct a final inspection for compliance with plans as approved.

4.6.3 Reviewing Agent Fees

The Reviewing Agent fee is set annually by the Board. The Lot Owner is responsible for payment of the fee directly to the Reviewing Agent. One half of the fee is due to the Reviewing Agent prior to the start of the review process, and the balance of the fee is due prior to issuance of approval by the Board and/or Architectural Review Committee. Once set, the fee remains in force throughout the period of construction.

4.7 Owner Responsibility for Codes and Ordinances

The Lot Owner is responsible for all other local approvals required to place improvements on the Lot. Neither the Reviewing Agent, the Architectural Review Committee, the Estancias Atalaya Property Owners Association, nor the Board assume responsibility for plan review of national or local building codes or ordinances.

4.8 Access by Reviewing Agent or EAPOA Representative

During the construction period and for thirty (30) days after construction is complete, or the date of occupancy permit issuance, whichever is latest, and for thirty (30) days following the completion of any corrections to Restriction violations, one or more of the Reviewing Agent, a member of the Architectural Review Committee, member of the Board, or an EAPOA Property Owners Association representative has the right to enter the Lot for the purposes of verifying compliance of the construction with plans and specifications as approved.

4.9 Findings of Non-Compliance

If the Reviewing Agent or an authorized representative finds non-compliance, the Reviewing Agent shall immediately notify the Owner(s), the Owner's builder, and the Architectural Review Committee. The Architectural Review Committee shall report the findings of non-compliance to the Board. The Board shall, if necessary, hear any petitions to the contrary by the Owner(s) and after due process, shall rule on the findings and their required compliance, if any. The Owner and Owner's builder shall thereupon proceed to make such changes as are required to achieve compliance.

4.10 Construction Time

The exterior construction of any approved construction plan, to include site improvements, shall be fully completed within two (2) years of the date construction commences. Extensions to the construction completion time should be submitted to the Board and/or Architectural Review Committee, which approval shall not be unreasonably withheld.

RESTRICTIONS

4.11 Subdivisions

No Lot within Estancias Atalaya Subdivision shall be further divided, and no portion less than all of any such Lot as shown on said survey may be conveyed, bequeathed, devised, or transferred by any person.

4.12 Building Envelope (Homesite Area)

All Lots have a designated building area known as the Building Envelope or Homesite Area as shown on Estancias Atalaya Subdivision plat. No structures may be located outside an indicated Building Envelope, nor may any construction activity in connection with any permitted structure occur outside the Building Envelope, unless specifically allowed within Section 5.3, Outside Building Envelope Exceptions, below.

4.13 Outside Building Envelope Exceptions

Installation of underground utilities and water lines, well, underground well house, underground well generator house and generator as necessary, entrance gates, and a single access drive may be constructed outside of the Building Envelope. Landscaping and lighting (see Section 5.15, Night Skies Protection) at the entrance of the driveway and its gate areas; and drainage and erosion control, swales, and drainage ditches are also allowed outside the Building Envelope.

4.14 Use of Common Roadways

Use of common roadways for staging or parking with the intent to place or leave construction equipment, building materials, gravel, dirt, debris, trash, and other materials foreign to the roadway is specifically prohibited. It is the responsibility of the Owner to enforce a strict policing policy of the proximate roadways to Owner's property. A Fine may be imposed on Owner by the Board for non-compliance.

4.15 Exemptions to Non-Use of Common Roadways

In such cases where the only alternative to severe environmental impact or because of unapproachable access due to impassable terrain to the property, the Owner may petition the Board for permission to use common roadways or culs-de-sac as a construction staging area. The Owner will be responsible for ensuring that any area for storage of soil, debris, gravel, and the like, is covered by an impermeable membrane. The Owner will be financially responsible for the

repair of any and all damage that occurs to the roadway or culs-de-sac. Should repairs not be completed within ninety (90) days of notification of the violation, unless otherwise approved by the Board, a Fine may be assessed to the Owner(s), and in the event of non-payment, a lien shall be placed upon the property. Protection and care for the roadways proximate to the member's property is the sole and pecuniary responsibility of the Owner of the Lot.

4.16 Building Height

No building or outbuilding, or any portion thereof, except as specified below, shall be constructed higher than sixteen (16'0") feet above the Reference Elevation of pre-construction undisturbed natural ground level abutting the building.

4.16.1 Chimneys

Chimneys may not exceed five (5'0") feet in height above the apex of the roof or parapet.

4.16.2 Exceptions

There are no exceptions to the height restriction as cited.

4.17 Architectural Style

It is the intent of this restriction to ensure architectural styling which is compatible with the surrounding neighborhood and terrain, and which furthers the spirit of unobtrusive development within Estancias Atalaya Subdivision.

4.17.1 Traditional Northern New Mexico Architecture

Pueblo and Territorial styles, Northern New Mexico Bungalow style, Southwest contemporary styles reminiscent of such architecture, and Southwest Spanish Mission styles are the permitted styles.

4.17.2 Exterior Coverings and Color

The parapets, roofs, gates, and exteriors of buildings and outbuildings, including canales, metal vents, gutters, stove pipes, mechanical equipment, and the like, if not already in compliance, shall be painted or plastered with a non-white, non-reflective application. The color shall match the color of the natural earth upon which a structure is built, and in the case of roof penetrations and construction, shall match the roof color as closely as possible, provided that "white" or other colors may only be used under a veranda, portico, or portal, or as an accent color such as on a door or window frame. Copper, bronze, brass, natural or rusted metal, black, or grey may be used for natural or painted metal applications.

4.17.3 Mobile Homes and House Trailers

Mobile homes, house trailers, manufactured homes, and modular homes of the type built on a metal chassis, whether or not the metal chassis is or is not removed, are prohibited. Modular homes are acceptable if built so that they are installed on a standard site built footing six inches (6") above original grade or on a slab on grade with a monolithic footing. Such structures must conform to the building standards prescribed in Section 5.7, Architectural Style and as approved by the Architectural Review Committee. For Restrictions on RVs and travel trailers, see Sections 5.23.4 Recreational Vehicles (RVs) and 5.23.5 Class "A" and Larger vehicles.

4.18 Roof Top Structures

Any structure or device placed on the roof top shall be done so in a manner that provides maximum concealment from ground level view. Roof mounted solar panels are encouraged to be mounted to minimize viewing by adjacent properties or common roadways. Chimneys shall not be in excess of five feet (5'0") above the parapet or highest roofline. Air conditioners, mini-split and similar type units, home-type television antennas, television satellite devices, Internet receivers, wireless receivers, boosters, and repeaters, are permitted. Every effort should be made to paint, coat, or conceal the structure with an earth tone color, or color matching the roof color.

4.19 Amateur Radio Operation

No vertical exterior installation of antennas in support of the Amateur Radio Emergency Service (ARES), CB, or similar radio installations is permitted within Estancias Atalaya Subdivision.

4.20 Storage and Dumping

No Lot shall be used in whole or in part for the storage or dumping of rubbish, or for the storage of any property or thing that will cause such Lot to appear unsightly, unclean, or untidy. Small piles for the purposes of gardening are allowed to include organic material from construction or landscaping. Paints, fuel, oil, and other caustic or abrasive liquids, powders, or materials are specifically prohibited from being dumped on the surface of any part of the Lot or within Estancias Atalaya Subdivision. Water used for mixing mortar, stucco, or cement, or the like shall be poured into a prepared hole within the Building Envelope deep enough so that at least one (1) foot of dirt covers it and it is appropriately located within the Building Envelope so as to be inconspicuous.

4.21 Odors

No substance, thing, or material may be kept upon any Lot that emits or will emit foul or obnoxious odors.

4.22 Trash and Rubbish Storage

Owners will safely store household trash in such a way that wild animals will not have access to the trash and Owners will dispose of such trash in a timely manner.

4.23 Noise

Noise that will disturb the peace, quiet, comfort or serenity of the occupants of surrounding property is not permitted.

4.24 Alarm Systems

Silent and external alarm security systems are permitted. Security systems with external alarm sounds must have a timer installed to stop the alarm in 30 minutes or less.

4.25 Night Skies Protection

Exterior lighting shall be designed and located in a manner to minimize impact of lighting on adjacent properties, and upon the sky while preserving safety of the Owner. In all cases the Taos County lighting ordinance No. 2006-9, known as the Night Skies Protection Act, designed to reduce or prevent light pollution, or its replacement, will be followed. Where this Declaration is in conflict with the ordinance, the more restrictive of the two will prevail.

4.26 Exterior Lighting Plan Required

An exterior Lighting Plan shall be included with each Building Plan. The Lighting Plan will show the location and the height above ground for each lighting source.

4.26.1 Number of Exterior Light Sources Permitted

For covered buildings or outbuildings, the maximum number of exterior lights that may be affixed to the outside of the building shall not exceed eight (8) feet in height, and shall be limited to one light source per five-hundred (500) square feet of building area (including covered portals and porches). Two code required lights are specifically excluded from this calculation. Such placement will be shown on the approved plans and drawings. However, this Restriction is not intended to prevent compliance with Federal, State, and County building codes.

4.26.2 Light Location and Lumens

Light sources may be affixed to any wall, building or outbuilding. Light sources (single or cluster) shall not be affixed to a roof structure. Total light lumens per source shall not exceed two-thousand six-hundred (2600) lumens or one-hundred fifty (150) watts.

4.26.3 Cutoff Shields

All light sources shall exhibit a full cut-off shield in which all lighting output is directed below 90 degrees normal (nadir) except as specified below under Section 5.17, Security Lighting. Full cutoff refers to a light source that produces an enlarging cone of light downward and laterally from the bottom of the fixture. Light shields that have decorative piercing designs are permitted. An exterior porch or veranda roof may serve as a cutoff shield when the light fixture is appropriately placed so that the lower ceiling and porch beams prevent upward and lateral travel of the resulting light. Upward shielding is not required for lights placed under a portal or porch covering.

4.26.4 Vegetation Lights within Courtyards

Accent, low lumen, timed lighting that complies with current dark sky ordinances as imposed by governmental regulating bodies is permitted within courtyards and patio areas. However, the light(s) shall in no case exceed eight (8) feet in height.

4.26.5 Walkway, Pathways, and Driveway Lighting

Downward pointing and shielded lighting along pathways between building and outbuildings, or along driveways is permitted for safety. Such lighting shall be motion sensor triggered and timed for use only during the time foot or vehicle traffic is present.

4.27 Security Lighting

Security lighting is excluded from the calculation in Section 5.16.1, Number of Exterior Light Sources Permitted. Motion sensor lights are permitted within the proximity of entry doors, walkways, driveways, parking areas, and garages. Said lights must be timer regulated to deactivate within twelve (12) minutes of sensor activation. Security lights not equipped with full cut-off shields must be pointed downward at an angle not less than thirty (30) degrees from horizontal and should be aimed as low as possible while providing adequate lighting for safety. Light intensity must be limited to no more than two-thousand six-hundred (2600) lumens or one-hundred fifty (150) watts.

4.28 Special Occasion Lighting

Christmas lighting on vegetation or buildings which are illuminated are permitted between December 1 and January 10 of each year. Exterior, open-flame holiday ornaments and fixtures are prohibited. Bonfires or campfires of any size are specifically prohibited. Lighting is permitted for Fourth of July or special occasions provided that the lighting is non-flammable. Exceeding the cited time limits, or special occasion lighting existing more than three nights, will subject the Lot owner to fines as determined by the Board.

4.29 Derricks, Towers, and Other Structures

No derrick or other structure designed for use in boring for oil or natural gas, and no transmission towers shall be erected, placed, or permitted upon any part of said property; and no oil, natural gas, petroleum, asphaltum or hydrocarbon product or substances shall be produced or extracted therefrom.

4.30 Storage Tanks

4.30.1 Fuel

Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of liquefied petroleum gas and fuel oil, must be buried or walled sufficiently to conceal them from the view of other properties, roads, and streets. All fuel tanks must comply with State of New Mexico and Federal regulations regarding such tanks. Storage of fuel, oil, and lubricants for residential maintenance tools and machinery is permitted. Storage of gasoline, oil, or other petroleum products not specifically used in connection with the residence and its maintenance and occupation is prohibited.

4.30.2 Water Run Off Collection

Roof run off water collection tanks or barrels are permitted within the Building Envelope. Cisterns must be buried or walled off sufficiently to conceal them from the view of other properties and roads. Water collection tanks and barrels need not be buried, however, if above ground, shall be of a design, color, and form to be unobtrusive and complement the adjacent structure and landscaping.

4.31 Chimneys and Outdoor Fires

4.31.1 Chimneys

High desert climates and terrain create extreme fire danger. Therefore, all chimneys, chimineas, and outdoor fireplaces must be equipped with a U. L. or I.C.B.M. approved spark arrestor and screen.

4.31.2 Outdoor Fireplaces and Firepits

Exterior wood burning fireplaces are permitted if adjoining and part of the home construction, fitted with fire code compliant spark arrestors and screens, and include placement of a fire extinguisher within fifteen (15) feet of the fireplace. Portable, free-standing fireplaces, firepits and chimineas are permitted, but only those units using liquid petroleum gas or natural gas as the sole fuel source and placed in a secure location and safe and stable manner.

4.31.3 Fireworks

Because of fire hazard, use of fireworks of any kind or size are expressly prohibited within Estancias Atalaya Subdivision.

4.32 Signs

No signage of any kind is permitted within Estancias Atalaya Subdivision except the following:

4.32.1 Real Estate Signs

Real estate sale signs may be placed at the immediate entrance to the Subdivision. Any lot affected by sign placement requires the Owner's consent.

4.32.2 Trade Signs

Trade signs indicating the architect and/or construction contractor may be placed at the construction site during the construction period and for a period of no more than sixty (60) days after the issuance of certificate of occupancy.

4.32.3 Special Purpose Signs

Also permitted are signs indicating security coverage of a residence; signs identifying ownership, the physical address of the property, and signs temporarily placed (same day placement and removal) to guide visitors or guests to a specific residence or event.

4.32.4 Board Approved Signs

Signs approved by, or otherwise directed by the Board.

4.33 Vehicles, Use, and Parking

All vehicles and trailers owned, operated, and maintained within Estancias Atalaya Subdivision by Owners or their guests must be registered and licensed. Motorized vehicles are only permitted to operate on roads, residential driveways, and parking areas.

4.33.1 Unlicensed Motor Vehicles and Machinery

Unlicensed or inoperable motor vehicles or inoperable machinery may not be stored, abandoned, or placed on the Owners' property or within Estancias Atalaya Subdivision. Vehicles and machinery under active repair are permitted for a period not to exceed ninety (90) days.

4.33.2 All-Terrain Vehicles (ATVs)

The operation of All-Terrain Vehicles (ATVs), whether with two wheels, three wheels, or four wheels, are specifically prohibited within Estancias Atalaya Subdivision.

4.33.3 Snowmobiles

The operation of snowmobiles is prohibited within Estancias Atalaya Subdivision.

4.33.4 Recreational Vehicles (RVs)

Class "B" or "C" recreational vehicles and travel trailers may be parked within the Owners Building Envelope, but in all cases will be shielded from view of the adjacent properties and Estancias Atalaya Subdivision roadways.

4.33.5 Class "A" and Larger Vehicles

Larger sizes of recreational vehicles, Class "A" RVs, or trailers may be temporarily parked within the Building Envelope for up to thirty (30) days within a calendar year. Exceptions for extension must be petitioned to the Board.

4.33.6 Roadway Parking

Common roadways are not to be used for parking with the exception of temporarily hosted events, and hourly or daily use by contractors and commercial vehicles. Overnight parking of vehicles, RVs, trailers, and such on common roadways is prohibited.

4.34 Shooting and Hunting

Recreational discharge of firearms (such as target practice, hunting, or indiscriminate discharge) within Estancias Atalaya Subdivision at any time is prohibited. Hunting by any method within Estancias Atalaya Subdivision is prohibited.

4.35 Water Conservation

Indoor and outdoor water conservation measures shall be practiced consistent with state and local codes.

4.35.1 Swimming Pool Capacity

Swimming pools shall not exceed three hundred and fifty (350) square feet in total surface area of water.

4.35.2 Well Use

No more than one well is permitted on each Lot within the Subdivision. Well metering and amount of water used must comply with the New Mexico Office of the State Engineer requirements for domestic well applications.

4.35.3 Grass Areas

Irrigated area shall not exceed 1,500 square feet. All other grass areas shall be native grama grasses or grasses that consume water at the same or lower rates than grama grasses. Ornamental grasses placed within irrigated garden areas are exempt from this restriction. No common Bermuda grass is allowed. Drought resistant (Xeriscape) plantings and landscaping designs are encouraged.

4.36 Driveways

Driveway installations must accommodate existing drainages and not interrupt existing drainage flows, and where continued ditch or swale drainage is necessary, culverts of appropriate diameter must be installed.

4.36.1 Driveway Width Requirements

Existing driveway widths should comply with the guidelines in place at the time of the establishment of Estancias Atalaya Subdivision and subsequent Covenants and Restrictions Amendments. From the date of this filing forward, driveways will be limited to a maximum of twenty (20) feet in width of driving surface. Expansion to meet future local government fire department width access requirements is permitted.

4.36.2 Repair of Soil Disturbance

All driveway shoulders and other areas of soil disturbance not within the driving surface must be properly graded and reseeded within twelve (12) months of the disturbance and repeated if necessary to gain stabilizing vegetative growth.

4.36.3 Access Drives

Any access drive must be located to preserve natural features in a reasonable manner, including vegetation and drainage.

4.37 Fences, Walls, and Gates

4.37.1 Wall and Fence Heights

No freestanding wall or fence shall exceed seven (7'0") feet in height. Exempt from this Restriction are arched entryways which may have a maximum height of nine (9'0") feet and sport court fences which may have a maximum height of ten (10'0") feet. See also Section 5.36, Sport Courts.

4.37.2 Fencing Outside the Building Envelope

With the exception of a security gate at the driveway entrance, which may have supporting or decorative walls, no fencing or walls are allowed outside of the Building Envelope.

4.37.3 Garden Areas

Wire, metal mesh, wood, ornamental wood, or grill fencing is permitted only around garden areas. Wire mesh fencing surrounding sport courts or other similar facilities is permitted. See also Section 5.36, Sport Courts.

4.37.4 Other Fencing

All other permitted fencing, to include generator enclosure walls and constructed sight barriers for solar panels, must be constructed of adobe, masonry stuccoes in an "earth color," or wooden fencing constructed in a manner complementary with the existing structures and consistent with that of southwest style architecture.

4.37.5 Driveway Security Gate

Any driveway security gate must be constructed in an architectural style conforming to the Restrictions stated in Section 5.7, Architectural Style. Gate mechanisms must be painted in a non-reflective color and conform to the earth colors suggested in Section 5.7.2, Exterior Coverings and Color.

4.38 Renting of Properties

In the absence of the Owner, properties may be rented for periods of not less than three (3) months. An individual or single family is the only allowed tenancy. Renting any guesthouse as a separate unit is not permitted without approval of the Taos County Planning Department. This provision shall not prohibit home exchanges of less than three (3) months. However, VRBO, short-term and nightly rentals, as an example, are prohibited. Owners may allow individuals to house sit or pet sit. The Owner remains responsible for compliance with the EAPOA Covenants and Restrictions by a temporary resident.

4.39 Utility Pipes, Lines, and Roads

4.39.1 Code Conforming and Buried

All utility pipes and lines must be code conforming and must be buried beneath the ground surface. Installation of underground utilities, where practical, should be within the delineated drive-way. Ground areas disturbed during construction of utilities must be re-graded and reseeded within a period of twelve (12) months from the date of completion of construction.

4.39.2 Roadway Disturbance

Any disturbance to the subdivision roads must be repaired immediately after disturbance or as soon as practical if weather delays are present. Repair of subdivision roads will include replacement of existing road surface materials (pit-run gravel and base course gravel, and/or paving should paving exist) and compaction of trenched areas to 95%, as well as reshaping, grading, and compaction as necessary to bring any road, shoulder, or ditch to a pre-disturbance condition.

4.39.3 Reseeding

Soil repair will also include reseeded of all disturbed areas outside of any driving surface within twelve (12) months of repair and repeated if necessary to result in stabilizing vegetation.

4.40 Farming, Commercial Ranching, and Agricultural Activities

No farming, commercial ranching, or other agricultural activity shall be permitted anywhere upon the Property. Vegetable gardens and orchards for personal consumption, however, shall be permitted within the designated Building Envelope.

4.41 Drainage and Wildlife Paths

In addition to the dedicated open space and trail system, within Estancias Atalaya Subdivision, all areas which are not within the boundaries of a Building Envelope, as depicted on the Estancias Atalaya Subdivision plat, have been preserved as drainage and natural wildlife paths. These areas are intended to provide natural drainage flows in an undisturbed fashion. In addition, some of these areas include travel routes for several species of wild animals.

4.42 Animals

4.42.1 Domesticated House Pets

Domesticated house pets shall be permitted on the Estancias Atalaya Property Owners' Lot. House pets shall be confined within the Building Envelope area unless under the control of their Owner, shall not be allowed to create excessive noise or odor, and shall be restrained from interfering with other Property Owners' quiet and peaceable enjoyment of their respective Properties. Maintaining pets for commercial breeding purposes (for example, for sale or swapping) is not permitted.

4.42.2 Aggressive House Pets

Carnivorous animals such as dogs, cats, and raptors shall be trained or restrained from injuring, chasing, or killing wildlife found within Estancias Atalaya Subdivision.

4.42.3 Livestock

No other animals or livestock of any kind may be kept within Estancias Atalaya Subdivision.

4.43 Fire Defensible Space

EAPOA Lot Owners are required to comply with county, state, and federal requirements as they relate to fire defensible space.

4.44 Generators

Use of backup generators are permitted within Estancias Atalaya Subdivision. Owners seeking to install a backup generator (whether for house or well use) must submit a plan to the Architectural Review Committee and/or Board for approval. The reviewing agent is required to review, approve, or provide guidance to the owner within thirty (30) days. The Architectural Review Committee shall notify the Board of such action. Approval by the Architectural Review Committee shall not be unreasonably withheld.

4.44.1 House Power Back Up Generators

Power backup generator(s) may be installed, must be placed within the Building Envelope and positioned so as to minimize sound and viewscape pollution. Use of sound abating materials, sound enclosures, sound walls, and emplacement of surrounding shrubbery is required.

4.44.2 Well Power Back Up Generators

One well power backup generator is permitted per well and should be shared whenever possible between well owners. Well power backup generators located outside of the Building Envelope must be buried in a ventilated enclosure.

4.44.3 Other Generators

Generators required during construction of the residence are permitted and do not require approval. Generators situated within an interior workshop or similar space are permitted and do not require approval.

4.45 Solar Collectors

Solar collectors are permissible within the Building Envelope. Solar collectors and supporting equipment are specifically prohibited from being located outside the Property Owner's Building Envelope.

4.45.1 Roof Mounted

Solar collectors (panels) mounted on the roofs of the dwellings or outbuildings must be mounted to minimize visibility from adjacent properties or common roadways.

4.45.2 Ground Mounted

Solar collectors (panels) may be mounted within the Building Envelope on the ground. They must be installed in a location that is shielded by natural landscape, greenery, or fabricated barriers that minimize street views.

4.45.3 Size

The number of solar collector arrays should be kept to the minimum number and size possible to support the Owner's power requirements.

4.45.4 Batteries

Solar collector energy storage batteries must be ground or in-building mounted, unless specifically rated for roof top mounting.

4.45.5 Solar Collector Plan

When not included in the original construction, Owners seeking to install solar collectors (whether on the roof or ground), must submit a plan to the Reviewing Agent and/or Architectural Review Committee for approval. The Reviewing Agent and/or Architectural Review Committee is required to review, approve, or provide guidance to the owner within thirty (30) days.

4.46 Sport Courts

To respect the views that neighbors enjoy and to reduce the disturbance to the natural landscape, sport courts must meet these standards:

4.46.1 Requirements Before Construction Begins

Before the ground is disturbed in any way, the Reviewing Agent must complete an architectural review and the Property Owner's new landscape plan must be approved. Section 5.36.5, (Sport) Owner's Landscape Plan outlines the Owner's responsibility for limiting visibility to neighboring properties.

4.46.2 Lighting Limitation

Lighting of sport courts is not permitted.

4.46.3 Court Size and Fence Height Limitations

Courts will be limited to one single court with perimeter fences not exceeding sixty by one-hundred twenty (60 x 120) feet. Perimeter fencing cannot exceed ten (10') feet in height from the finished surface of the court – see Section 5.36.4, Constructing Finished Sport Court Surface, for how to construct a level construction surface.

4.46.4 Finished Sport Court Surface

To achieve a finished, level construction surface from the Reference Elevation, begin with the lowest point of undisturbed, natural slope that touches the planned sport court location. The ground must be cut to this elevation or below this elevation. Since sport court construction will disturb the soil, future erosion around the cut area must be prevented by appropriate measures like reseeding the natural vegetation, installation of a retaining wall, or the use of cobble stones.

4.46.5 Sport Court Landscape Plan

A sport court landscape plan is required to be submitted and approved by the Architectural Review Committee prior to beginning construction. Special consideration shall be given to softening the sport court's outline and making the sport court more aesthetically pleasing. After considering the neighbors' views of the sport court fence, provide a green barrier - a view obstruction - with an initial coverage totaling thirty-three percent (33%). Take advantage of the trees and shrubs on the Property and plant additional conifers, evergreens or deciduous trees and shrubs to satisfy this requirement of "limiting visibility to others." For example, if the sport court fence has a perimeter of three-hundred sixty (360) feet, calculate the green barrier (view obstruction) as thirty-three percent 33% of three-hundred sixty (360) feet, which is a requirement of one-hundred nineteen (119) feet. Include the width measurements of those trees on the Property which are already serving to limit the neighbors' views and add the width measurements of the new trees and shrubs needing to be planted to achieve the required one-hundred nineteen (119) feet of green barrier (view obstruction). Strategically place new trees and shrubs with the expectation that in ten years' time these will grow and mature into a fifty percent (50%) view obstruction. Horticulture literature or estimates from experts about plant growth in our region can be relied upon for this prediction.

4.46.6 Materials and Colors Used

4.46.6.1 Sport Court Surface

Use earth tones consistent with the summer landscape in Estancias Atalaya Subdivision, such as green and terra cotta.

4.46.6.2 Perimeter Fencing

All materials used for the perimeter fencing must have a permanent, non-reflective color that matches the surrounding vegetation (piñon green or sagebrush green, for example). Mesh fencing must be used for sport court fences that exceed seven (7) feet in height. Note: perimeter court fencing cannot exceed ten (10) feet in height from the finished surface of the court. See the finished surface elevation requirements in Section 5.36.4, Constructing Finished Sport Court Surface, above.

4.46.6.3 Wind Screening

If synthetic wind screening is used, the screening must be securely attached to the fencing. Use a permanent, non-reflective color that matches the surrounding vegetation (piñon green or sagebrush green, for example). The height of the wind-screen cannot exceed eight (8) feet from the sport court playing surface.

4.47 Building Envelope Amendments and Modification

4.47.1 Envelope Modification

Only de minimis amendments to building envelope boundaries will be considered by the Board of Directors. Any approval requires a majority vote of the Board. The resulting size of a modified building envelope must be equal to or less than the size of the building envelope prior to amendment.

4.47.2 Envelope Modification Guidelines

Total current Building Envelope acreage cannot be modified. The Board shall adopt and publish to the Estancias Atalaya Property Owners Association a set of Guiding Principles for Granting or Denying Amendments in Building Envelopes. These Principles shall provide guidance to the Board in the modification of any building envelope.

4.47.3 Division of Property Not Allowed

No amendment shall allow the division or merger of any Estancias Atalaya Subdivision Property.

4.48 Good Forest Management

Good forest management is encouraged and permitted outside of the Building Envelope. The intent is to clear dead brush and combustible fuels from under and around trees, facilitate the thinning of trees to support healthy growth, reduce potential combustible fuels, and to remove infested, infected, and dead trees from the property. Watering of trees and shrubbery outside the Building Envelope is also permitted as long as it does not disturb the natural landscape.

5 PETITION FOR VARIANCE

5.1 Procedure

A petition for a variance or relief from a Covenant or Restriction as stated, or excepted, in this Declaration should be formally submitted in writing to the Board. Following due process, the Board will acknowledge receipt of the petition within five days of its receipt. The Board will, at its own discretion, seek advice from internal or external sources. In those cases where the Architectural Review Committee is required to review the case, the Architectural Review Committee will be charged with addressing the petition and reporting its findings to the Board.

within thirty (30) days. Thereafter, the Board will review the Architecture Review Committee's findings and recommendations, and render its decision in writing to the Owner within fifteen (15) days. At any time during the process, the Owner-petitioner may request to appear in person before the Board. Should this occur, the Board may take additional time which shall not be unreasonable to consider further the petition of the Owner, and in such case will notify the Owner of the delay.

5.2 Petitions Based on Merits

Each petition will be considered based on its merits. However, there should be no anticipation that said petition will be viewed favorably. Should a petition be approved, it shall not be considered as precedent setting. Petitions for exception after the fact of violation or encroachment to the Covenants and Restrictions of this Declaration shall not provide a basis for avoidance of individual owner assessments, nor obviate those already extant.

5.3 Obligation to Mediate First

A property Owner, who disputes a decision by the Board with regard to the interpretation and enforcement of these Covenants and Restrictions, must first seek mediation between the parties for resolution of the grievance. Mediation must be pursued under the guidelines and procedures established by the New Mexico Mediation Procedures Act. If the dispute cannot be resolved with the assistance of the mediator, either the Association or the Member may resort to legal action. In the event of an action for breach or interpretation of any of these Covenants and Restrictions, the prevailing party shall be entitled to a reasonable attorney fee in addition to such other remedies as the court awards.

6 GRANDFATHERING

6.1 Similar Existing Covenants and Restrictions

Any improvements constructed in conformance with earlier versions of these Covenants and Restrictions shall be deemed in conformance with these Covenants and Restrictions.

6.2 Proposed Improvements

Any proposed improvements which have been approved by the Architectural Review Committee as being in conformance with earlier versions of these Covenants and Restrictions then in effect, shall be deemed in conformance with these covenants if construction has been or will be commenced within twelve months of the Architectural Review approval.

6.3 Superseding Law

Notwithstanding Section 7.1, Similar Existing Covenants and Restrictions, should local, county, state, or federal regulation supersede the Covenants and Restrictions in this Declaration, the Owner shall be responsible for compliance.

7 EXTENT OF THE EAPOA COVENANTS AND RESTRICTIONS

These Covenants and Restrictions touch, concern, and run with the lands and bind and benefit the Owners of all properties within Estancias Atalaya Subdivision.

8 AMENDMENT OF COVENANTS AND RESTRICTIONS

The duration of these Covenants and Restrictions is perpetual. However, these Covenants and Restrictions may be amended by written recordable Amendment(s) executed by thirty (30) of forty-four (44) Lots of Estancias Atalaya Subdivision. Voting by proxy is not permitted for Amendments.

9 SEVERABILITY OR ASSIGNMENT

A determination by a court of competent authority that any Restriction or Covenant or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such Restrictions or Covenants of this Declaration, which shall remain in full force and effect.

9.1 Headings and Section Labels

Headings and section labels are provided for ease of subject and content location and are not in and of themselves enforceable.

9.2 Sale of Property, Assigns, and Heirs

This Declaration of Covenants and Restrictions conveys in all of its parts and is fully enforceable and defendable concurrent with the sale of the Owner's property to a new Owner, or in the transferring of the property to the Member's assigns or heirs. It is the responsibility of the Member selling or conveying the property to ensure that the buyer or receiver of the property understands their necessary agreement with this Declaration of Covenants and Restrictions. The Member or entity owning the property who is transferring title is required to notify the EAPOA no later than thirty (30) days prior to transfer of title.

10 EFFECTIVE DATE

The effective date of this Second Amended Declaration of Covenants and Restrictions is the date it is recorded with the Taos County Clerk.

11 SIGNATURE(S)

This Second Amendment may be signed and notarized in counterpart signature and notary pages.

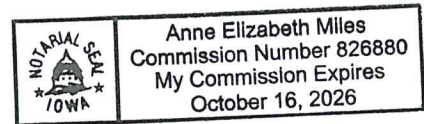
Lots 1-4, 7-10, 12, 14-20, 24-26, 29-33, 35-44

James F. Klauer

Gijosa Preservation Company, Inc.

James F. Klauer, Vice President

STATE OF Iowa)
) SS.
COUNTY OF Dubugue)



The foregoing instrument was acknowledged before me this 30 day of August 2024
by James F. Klauer.

A. Miles
Notary Public

My commission expires: 10/16/26

Lot 5

Modesto Manual Vigil

Modesto Manual Vigil

Deborah Susan Christmas-Vigil

Deborah Susan Christmas-Vigil

STATE OF NEW MEXICO)

) SS.

COUNTY OF TAOS)

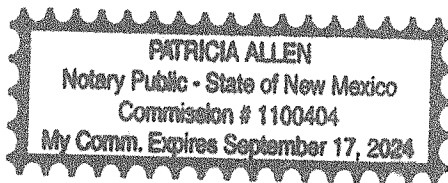
The foregoing instrument was acknowledged before me this 9 day of JULY 2024
by Modesto Manual Vigil and Deborah Susan Christmas-Vigil.

My commission expires: 09-17-2024

Patricia Allen

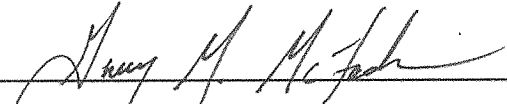
Notary Public

My commission expires:




Lot 6

Gwen M. McFaden Trust

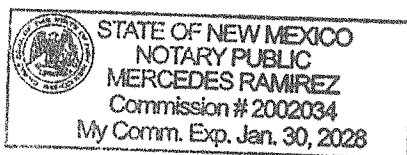

Gwen M. McFaden

STATE OF New Mexico)
) SS.
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this 8 day of July 2024
by Gwen M. McFaden.


Notary Public

My commission expires: Jan 30, 2028



Lot 11

William B. Cutcliff

William B. Cutcliff

Pamela V. Cutcliff

Pamela V. Cutcliff

STATE OF Colorado)

) SS.

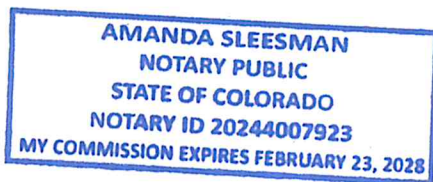
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 14th day of August 2024
by William B. Cutcliff and Pamela V. Cutcliff.

Amanda Sleesman

Notary Public

My commission expires: 02/23/2028



Lot 13



Jody Wodrich



Xochitl Wodrich

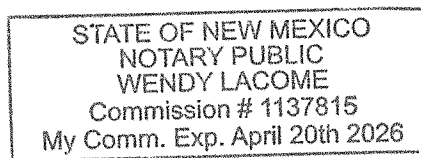
STATE OF NEW MEXICO)
) SS.
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this 25 day of July 2024
by Jody Wodrich and Xochitl Wodrich.



Notary Public


My commission expires:
4-20-26



Lot 21



Keck R. Hartman



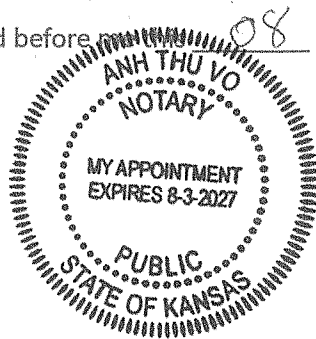
Beth McGilley

STATE OF Kansas)

) SS.

COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before ANH THU VO 08 day of 08 2024
by Keck R. Hartman and Beth McGilley.



Notary Public

My commission expires: 08/03/2027

Lot 22

E. S. Edell

Eric S. Edell

Rosemary Edell

Rosemary Edell

STATE OF MN)

) SS.

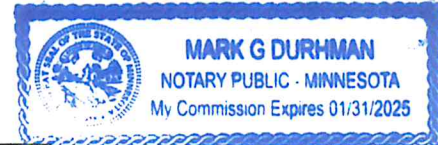
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 29 day of July 2024

by Eric S. Edell and Rosemary Edell.

Mark G. Durham

Notary Public



My commission expires:

01/31/2025

Lot 23

Daryl T. Edwards

Daryl Thomas Edwards

Renee Primus Edwards

Renee Primus Edwards

STATE OF New Mexico)

) SS.

COUNTY OF Taos)

The foregoing instrument was acknowledged before me this 23 day of July 2024
by Daryl Thomas Edwards and Renee Primus Edwards.

Valerie Montoya

Notary Public

My commission expires:

STATE OF NEW MEXICO
NOTARY PUBLIC
VALERIE MONTOYA
COMMISSION # 1102048
COMMISSION EXPIRES 10/06/2025

Lot 27

Robert K. Gustke Jr. and Kristin Schoonveld Revocable Trust

Robert K. Gustke Jr.

Robert K. Gustke, Jr.

Kristin Schoonveld

Kristin Schoonveld

STATE OF New Mexico)

) SS.

COUNTY OF Taos)

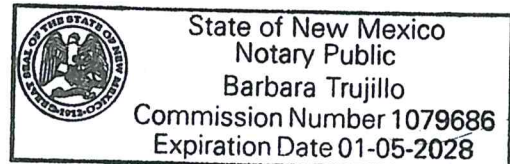
The foregoing instrument was acknowledged before me this 3 day of July 2024

by Robert K. Gustke Jr. and Kristin Schoonveld.

Barbara Trujillo

Notary Public

My commission expires: 01/05/2028



Lot 28

Dana Micucci

Dana Micucci

STATE OF New Mexico)

) SS.

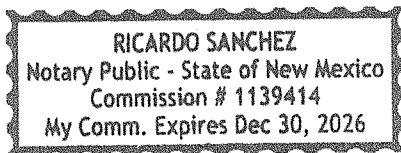
COUNTY OF Taos)

The foregoing instrument was acknowledged before me this 15th day of July 2024
by Dana Micucci.

Ricardo Sanchez

Notary Public

My commission expires: Dec 30, 2026



Lot 34

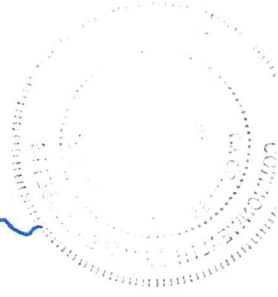
Ryan Thomas Betts

Ryan Thomas Betts

Robyn Marie Betts

Robyn Marie Betts

mm



STATE OF Massachusetts)

) SS.

COUNTY OF Middlesex)

TAOS COUNTY
VALERIE RAE MONTOYA, CLERK
000480931
Book 1210 Page 641
46 of 46
09/16/2024 03:13:27 PM
BY GEORGIA S

The foregoing instrument was acknowledged before me this 30th day of August, 2024

by Ryan Thomas Betts and Robyn Marie Betts.

Kemo Ceesay
Notary Public

My commission expires: 07/29/2027



Kemo Ceesay
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
7/29/2027

