

#288000  
1-26-04  
3:14pm

**FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS**  
**FOR THE EL LLANO 24 LOT SUBDIVISION**  
**WHICH RECEIVED FINAL APPROVAL**  
**BY THE TAOS COUNTY COMMISSION**  
**ON 12/19/02**

This First Amendment to Covenants and Restrictions amends that certain Covenants and Restrictions for El Llano Subdivision dated December 19, 2002 and filed with Records of Taos County, New Mexico.

WHEREAS, the Elcar Limited Partnership (hereafter referred to as "Elcar") is the legal successor and hereby amends the following Covenants and Restrictions as filed with the County of Taos.

WHEREAS, above owners possess the property described herein situated in Taos County, State of New Mexico.

WHEREAS, Owners have established a general plan for the improvement and subdivision of the property and desire to provide for the preservation of the values and amenities of the property by subjecting the property to the covenants, conditions, reservations and restrictions hereinafter set forth, each and all of which is and are for the benefit of the property and each subsequent owner of the property or any part thereof, and each successor in interest to Owners and any such owner.

WHEREAS, Owners declare that the property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, reservations and restrictions (hereinafter sometimes referred to as "Covenants"). All covenants are for the benefit of the property and shall run with the land and shall be binding upon and inure to the benefit of Owners, each subsequent owner of the property, or any part thereof, and each successor in interest of Owner and any such owner,

WHEREAS, as of this 2<sup>nd</sup> day of September, 2003, there have not been any sales, agreements or commitments made on any parcel (lot) within the El Llano 24 lot subdivision.

NOW, THEREFORE, it is declared that the following changes, deletions and additions are made effective this date and shall be binding on all twenty-four (24) parcels within the El Llano Subdivision.

**PROPERTY SUBJECT TO DECLARATION**

**DESCRIPTION**

Lot 9, Block 12 & Lot 16 Block 12 of the Ranchos Orchard and Land Company within Section 31, T25N, R.12E, N.M.P.M. as projected into the Gijosa Grant, Taos, New Mexico. 79.9972 acres.

(See plat identifying the twenty-four (24) lots within above parcels.)

## LAND USE

Section 1 - No division of any parcel shall be allowed.

Section 2 - Only custom built homes shall be allowed. Construction of homes must be of adobe, a combination of adobe and wood frame, of wood frame, of adobe and metal studs or any other material approved by the Architectural Committee who has been appointed by "Elcar", the owner of the subdivision. Homes must be no less than 1800 sq. ft. in size. A guest house shall be permitted by the same conditions as above.

Section 3 - There shall be no commercial activity or storage of heavy duty equipment on the property.

Section 4 - Each house shall be occupied by no more than one (1) family, with immediate family members and no house shall be used as a boarding house or divided into apartments or rooms for rental purposes. This does not prevent the rental or lease of the whole house by the Owner, thereof, but any such rental or lease must be by written agreement which requires the tenant to observe the Subdivision Restrictions and Subdivision Rules and makes a breach of the Subdivision Restrictions, a breach of such rental agreement or lease. No house may be leased or rented for a period of less than thirty (30) days.

Section 5 - No parcel shall be used or occupied for any commercial or business purpose, nor shall any of the properties be used for any public theater, bar restaurant or place for public entertainment, church or residential housing other than single-family residential use and home/office business use.

Section 6 - With the exception of one "For Rent" or "For Sale" sign not larger than twenty (20) by twenty-six (26) inches, and except for entrance gate signs, no advertising signs or bill boards may be erected or maintained on any part of the properties. This shall not apply to signs by Declarant during the initial sales and construction.

Section 7 - No nuisances, unsightly objects or noxious activity, as determined by the Owners within the subdivision, whose decision shall be final and binding, shall be permitted on any part of the properties.

Section 8 - No garbage, refuse, rubbish or cuttings shall be deposited on any street or other part of the properties unless placed in suitable container specifically designated for that purpose; plastic bags and other approved bags and containers may be deposited for collection at approved locations. Solid waste shall be shielded by use of a well or protected area at all times and a County permit shall be required prior to installation of fencing.

Section 9 - No building material of any kind may be placed or maintained on any parcel or parcels which is visible from any other lot within the properties, except in the course of construction, such construction shall be diligently commenced and completed.

Section 10 - All exterior lighting on any parcel shall be indirect or controlled in such a manner so as to not unreasonably disturb residents of other parcels within the properties.

000746

Section 11 - No "unused vehicle" of any kind may be parked or repaired except in enclosed garages, and all vehicles in violation of this provision may be towed away at owner's expense. An "unused vehicle" shall be a vehicle not used for more than thirty (30) days. All vehicles on the premises must have a current title and registered with the Motor Vehicle Division. Number of vehicles is hereby limited to four (4) per parcel and all vehicles must be parked inside each respective parcel. No street parking is allowed.

Section 12 - Excessive noise which unreasonably disturbs other residents, whether from radios, musical instruments, stereos, amplifiers, speakers or any other source shall not be permitted.

Section 13 - No animals, livestock or poultry of any kind shall be kept, bred or raised within the properties, except dogs, cats and other household pets (which is hereby limited to three (3) may be kept, dogs cannot be kept, bred or maintained for any commercial purpose. Dogs shall be kept under leash, at all times except when inside a private yard or dwelling. Pets constituting a nuisance must be kept within the dwelling of the owner, otherwise, the Members may prohibit such pets from being kept within the properties. All dog pens must be cleaned on a weekly basis and kept free of odors.

Section 14 - Mail boxes and house numbers shall of uniform size and design as approved by the owners of the subdivision, however, arrangements are being made to have U.S. mail boxes installed at entrance of Subdivision.

Section 15 - No brush, trash, garbage or other materials shall be burned except with the written permission from Taos County and in accordance with all applicable laws.

Section 16 - No live tree or chamisa may be removed from any parcel or common property without the consent of the Architectural Committee. All owners shall immediately start a landscaping plan for their lot as soon as they build their home on their parcel. Some landscaping shall be evident within six (6) months after move-in.

Section 17 - No hunting of any kind shall be permitted on any lot or common property.

Section 18 - No road may be constructed in any lot, other than necessary entrance driveways, unless approved by the Architectural Committee.

Section 19 - No structure of any kind which is not part of a residence such as a storage unit shall be allowed unless approved by the Architectural Committee.

Section 20 - Construction of any improvement, once started, must be completed within one year from the date of commencement. Chain link or any other fencing is not allowed other than walls with construction material limited to concrete block or wood frame plastered and stuccoed or wood fencing approved by the Architectural Committee.

Section 21 - Initial Type C road shall be built and paid for by the developer and thereafter maintenance of road to all twenty-four (24) lots shall be equally the responsibility of all lot owners, i.e., Homeowner Association.

000747

Section 22 - Water Use and Restrictions. This will be for residential use only. Residential use of water for landscaping will be limited using extensive native landscaping. Water is being provided with a series of cluster wells using one well for every four lots. Shared well agreements are in place for all Cluster Well Water Groups within the subdivision. All wells and lots are metered and monthly reports must be submitted to the Taos Planning Department and to the New Mexico State Engineer's Office and the following water use restrictions shall apply to all lots:

- a) Maximum annual water is limited to .05 ac-ft;
- b) Indoor Plumbing: All indoor plumbing fixtures shall conform to the requirements of the National Energy Policy Act of 1992. The use of water efficient appliances is recommended;
- c) Irrigation: Outdoor water use is restricted to 1600 square feet of irrigable areas;
- d) Swimming Pools: Swimming pools shall not be constructed on any lot;
- e) References: Lot owners are encouraged to contact the Office of the State Engineer, Water Use and Conservation Bureau for information and advise on the methods of water conservation and waste prevention.

Section 23 - Owners of all lots shall obtain approved liquid waste disposal permit for their respective private septic tank and teach field system or acceptable alternative subject to approval by NMED.

Section 24 - It is understood that all roads throughout the subdivision will allow ingress, egress and utility placement for all lot owners throughout the subdivision and for future adjacent developments to the North & East on lands owned by developer/declarant. It is also understood that Taos County will have access and will maintain the Phase I portion of the road (see Phase I outline) and Taos County will have ingress and egress and utility easement to their 40 acre Taos County parcel.

Section 25 - Elcar Limited Partnership or its successors reserves the right to alter the above restrictions to avoid undue hardships of subsequent owners.

IN WITNESS WHEREOF, the undersigned being the Declarant/Owner herein, has hereunto set its hand and seal this 24<sup>th</sup> day of November, 2003.

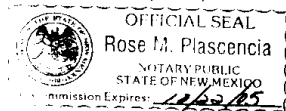
  
ELMER N. GARCIA  
ELCAR LIMITED PARTNERSHIP

  
CAROL V. GARCIA  
ELCAR LIMITED PARTNERSHIP

State of New Mexico )  
County of Taos )

On this 24 day of November, 2003, before me personally appeared Elmer N. Garcia and Carol V. Garcia to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

(SEAL)

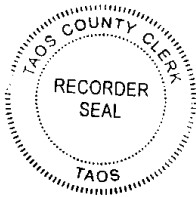


  
NOTARY PUBLIC

000748

COUNTY OF TAOS )  
STATE OF NEW MEXICO )

I hereby certify that this instrument was filed  
on the 2004 day of Sept A.D.  
at 3:16 o'clock m  
of the 745-149 block in 1982 of  
Taos County,  
New Mexico, at the County Clerk's Office,  
Taos, New Mexico.  
Wynne Payne  
Deputy



000749