#### DECLARATION OF COVENANTS AND RESTRICTIONS TALAVERA CORPORATION

Protective covenants imposed upon UNIT 1, Portion of PLAZA ELANCA SUBDIVISION, in Rio Arriba County, New Mexico, apply to Lots 1 through 106, inclusive, according to plat as filed for record in the Office of the County Clerk of Rio Arriba County on MARCH 15, 1973, Flat Book Page 454, 454C. Said restrictions were filed in the Office of the County Clerk of Rio Arriba County New Mexico on 1971, Instrument #\_\_\_

- 1. No structure shall be creeked, altered, placed or permitted to remain on any residential plot other then one detached single-family dwelling and related outbuilding.
- 2. All buildings shall be constructed of such materials so as to preserve an external appearance which is consistent with and blends with the natural setting of the land, i.e. natural wood or equivalent external construction.
- 3. An easement is reserved over the rear of each lot of the subdivision for unility and/or drainage installation and maintenance of same, as more specifically shown on the plat thereof.
- 4. The exterior of no building shall remain unfinished for longer than 24 months following the date of commencing construction.
- 5. No offensive activity, business, trade or otherwise shall be erected or carried on upon any residential lot, nor shall anything be done thereon which may become an annoyance or nuisance.
- 5. No structure or cabin shall be built on the property with less than 600 square feet of heated living space and no less than \$6,000 construction cost. No existing beinding shall be moved into the area. No mobile home shall be allowed as residence in the area for more than six weeks at a time, unless it is completely boxed in and has at least a 200 square foot slab of concrete poured beside it.
- 7. Grantee, his successors, and permittees, shall not hunt animals or birds on said tract.
- 8. No commercial livestock operations shall be conducted on the aforesaid land by Grantse, his successors or permitees, provided, however, this restriction shall not prevent the keeping of pets or saddle animals. Horses are not allowed on a tract of land less than one acre in size, and they must be fenced in.

The above restrictions shall run with the land and be binding upon the Grantee, his successors and assigns, for a period of 25 years from the date hereof. Said restrictions shall be inferceable in any Court of law or equity by the Grantor and any owner of land formerly owned by Grantor.

GALE ٧. GROSE

EXECUTIVE VICE-PRESIDENT

TATE OF NEW MEXICO

COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 23rd day of March, 1971, by GALE V. GROSE, EMECUTIVE VICE-PRESIDENT of TALAVERA CORPORATION, a New Mexico corporation, on behalf of said corporation. 30426

My commission expires:

VILED IN THE COUNTY NOTARY PUBLIC

CLERK'S OFFICE >/5 O'CLOCK

MAR 26 1971 478 1001 W tare CELINA V. SANCHEZ County Clork, Rig Arriba County, N.M. Deputy

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THE THE PROPERTY OF THE PROPER

## AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR UNIT 1, PLAZA BLANCA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT CLOR CHIN TOH, a New Mexico Limited Partnership, being the real owner of the following-described premises: All lots in Unit One (1), Plaza Blanca Subdivision, according to Second Amended Plat as filed for record October 3, 1972 in Book of Plats 552 through 555, office of the County Clerk, Rio Arriba County, New Mexico.

The above lots comprise in the aggregate a single subdivision unit to which it is desired to apply this declaration and accordingly, for purposes of convenience, the entire unit will be referred to as "lot" or "lots", "tract" or "tracts", except in those instances where it is necessary to describe or identify a specific lot or lots, in which event, they will be referred to specifically by lot or block number as shown on said map.

Declarant intends to sell the above-described real property and to impose upon it mutual, beneficial restrictions, covenants, conditions and charges under a general plan of improvement for the benefit of all the lands in the unit and the future owners of the lands.

Lots or tracts in this unit have been designated for use as follows:

C - Commercial Use: Lots 1, 29, 30, 31, 32

R-2 - Residential Use: Lots 2, A, 27, 28

R-1 - Residential Use: All remaining lots

NOW THEREFORE, declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, as set forth in the following land use classifications, permissive uses, and are established and agreed upon for the purpose of enhancing and protecting the value desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof for a period of 25 years or until changed by a majority vote of County Commissioners of Rio Arriba County.

114A/14B

### LAND USE CLASSIFICATIONS PERMISSIVE USES

#### R-1 RESIDENTIAL CLASSIFICATION

The purpose of this classification is to provide for the development of single-family homes on lots not less than one-half (1/2) acre in area.

A. No structure shall be elected, placed or be permitted to remain on any lot other than one, single-family dwelling and related out building. No basement, tent, shack, garage, barn, army barracks or other our building shall be used as a temporary or permanent residence. No trailer shall be used as a permanent residence; however, a trailer may be used as temporary for a maximum period of six (6) months, during construction of permanent residence.

Double wide homes will be permitted as permanent residences, provided they have at least 900 square feet of enclosed heated area, are completely boxed in (skirted) and have a concrete slab of at least 200 square feet area poured beside the mobile home.

- B. No residence shall be built with less than 600 square feet of heated area and no less than \$6,000 construction cost. No out building of any kind shall be built prior to construction of main building.
- C. Area regulations and height regulations:

- D. No livestock shall be permitted on any lot of this classification.
- E. No lot may be divided into lots less than one-half (1/2) acre in size.
- F. Sanitary facilities shall conform in all respects to New Mexico Department of Public Health requirements. No outdoor sanitary facilities will be permitted.
- G. No use of property will be permitted which would allow accumulation of trash, rubbish or noxious materials.

## TAMD USE CLASSIFICATIONS PERMISSIVE USES

#### R-2 RESIDENTIAL CLASSIFICATION

The purpose of this classification is to permit in appropriate areas a higher density of population than in one-family zone and still maintain a residential environment.

- A. I plexes and multiple-family dwellings may be built in lots designated as R-2 Residential, provided the structures are not more than two stories in height.
- B. It basement, teat, shack, garage, barn, army barracks or other out building shall be used as a temporary or permanent structure. No trailer shall be used as a permanent structure, however, a trailer tray be used for a maximum period of six months, during construction of permanent structure.
- C. We unit shall be built with less than 800 square feet, beated area, or less than \$10.00 per square foct construction cost.
- D. Area regulations and height regulations:

Front yard (minimum depth)	25
Side yard (minimum depth)	10
Pear yard (minimum depth)	15
On corner lots, side yard on side street (minimum depth)	20
Naxious height parmitted	35

- E. No livestock shall be permitted on any lot in this classification.
- F. (a) lot may be divided into lots less than one-half (a) acre in size and maximum density shall be 12 units per acre.
- G. Sanitary facilities shall conform in all respects to New Mexico Department of Public Health requirements. No outdoor sanitary facilities will be permitted.
- H. No use of property will be permitted which would allow accumulation of trash, rubbish or noxious materials.

#### COMMERCIAL CLASSIFICATION

The purpose of this classification is to provide for and encourage commercial development in optimum locations and minimize any adverse effects on nearby residential development.

#### A. Permissive Uses:

Any retail store or business offering merchandise or services: hotel, motel or restaurant, theaters, mobile home parks. The uses stated and any other use of any let in this classification shall not be such that unpleasant odors, noises, pellutants or other nuisances will affect the area.

- B. No basement, tent, shack, garage, barn, army barracks or other out building shall be used as a temporary or permanent structure. No trailer shall be used as a permanent structure, however, a trailer may be used for a maximum period of six months, during construction of permanent structure.
- C. No structure shall be built with less than 400 square feet, heated area, or less than \$15.00 per square foot construction cost.
- D. Area regulations and height regulations:

Front yard (minimum depth)	301
Side yard required only on side of a lot abutting lots	
having any other use classification, in which case it	
shall require minimum depth of	6.
Rear yard (minimum depth)	15'
On corner lots, side yard on side street (minimum depth)	20'
Off-street parking and loading space must be provided in	
an amount sufficient for customers and employees	
Maximum height of any structure	351

- E. No livestock shall be permitted on any lot in this classification.
- F. No lot may be divided into lots less than one-half (1/2) acre in size.
- G. Sanitary facilities shall conform in all respects to New Mexico Department of Public Health requirements. No outdoor sanitary facilities will be permitted.
- H. No use of property will be permitted which would allow accumulation of trash, rubbish or nextous materials.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years at which time said devenants shall be automatically extended for successive periods of 10 years, provided, however, that at any date successive to the date of these covenants they may be changed in whole or in part by no instrument signed by Seventy-Lave per cent (75%) of the then property owners agreeing to said change or changes. Said restrictions shall be enforceable in any court of law or equity by the Grantor and any owner of land formerly owned by Grantor.

CLOH CHIN TOH, a New Mexico-Limited Partnership

Robert A. Mahaney

For The General Partner

STATE OF NEW MEXICO )

COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this Arm day of Marketine, 19 70 , by Robert A. Mahaney, President of Los Ricos Corporation, the General Partner, on behalf of said corporation.

MART MART STATES:

Notary Public

42719

FILED IN THE COUNTY
OF MIKE'S OFFICE
AT 9.00 CLOCK

DEC 1 1972 12 Book 114-19 Cage 1 County Clert No Supilin County, N.M.

Ly Dopost

#### SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR

UNIT I, PLAZA BUANÇA SUBDAYISIQN

RIO ARRIBA COUNTY, MAW MEXICO

Paragraph D under k-1 Residential Classification is hereby Amended to read as follows:

No commercial livestock operations shall be conducted on the aforesaid land by Grangee, his mucessors or per times, provided, however, this restriction shall not prevent the keeping of puts or saddle ambuils. Horses are not alloyed on a truct of land less than one dete in size, and they wast be fonced in.

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AT ALL OWNER OF THE STATE OF

BOOK 116 2 1873 1874 849 208 A. BRANCH

De on the rall o Arrest Courty, N. M. Bears,

CLOU CHIN TOH, a New Mexico Limited Partiarishin

Water A. Halimay, President

Los Ricos Corporation The General Partner

STATE OF NEW MEXICO

) ss:

COLAIN OF REBNYTHING

he foresoine instrument was asknowledged before me this 14th 11 w of logitariet . 1973, by Robert A. Maluney, Prestdent, too Rice's Corporation, The General Partner, for Cloh Chin Joh. a New Maxico Limited Partnership, on rehalt of said Partnership

A Hims

My Condivator Exptres:

116×1849

RESTRICTIVE COVENANTS PLAZA BLANCA ABIQUIU, NEW MEXICO

Martinez Real Estate Company Post Office Box 3645 Espanola, New Mexico 87532 (505) 753-4071

These covenants are made and dated April 3, 1978 by Robert E. Evans and Diana Evans, hereafter called Grantor.

These covenants are set forth to be continuous and concurrent with all the terms of purchase of any part of the Plaza Blanca Subdivision, Unit 1, North Unit, or any other unit and any agreement to purchase any part of the Plaza Blanca Subdivision shall expressly incorporate these covenants. These covenants are and shall be for the benefit of the real property and for each owner thereof, and shall be binding on and pass with the real property and any owner thereof.

These covenants, on or after the above date, will be filed for record with the County Clerk, Rio Arriba County, New Mexico, and any other Declarations of Covenants and Restrictions, restrictive covenants, covenants, restrictions or any other limitations previously imposed upon any part of the Plaza Blanca Subdivision by the Grantor or any other person are herewith declared null and void.

- a. No structure shall he erected, altered, placed or permitted to remain on any lot or tract other than one detached single-family dwelling and related out-buildings.
  - h. All buildings shall be constructed of such materials so as to preserve an external appearance which is consistent with and blends with the natural setting of the land. The exterior of no building shall remain unfinished for longer than 24 months following the date of commencing construction.
  - c. No dwelling shall be built on the property with less than 680 square feet of heated living space and no less than \$ 6,000.00 construction cost. No existing building shall be moved onto the property. No mobile home shall be allowed as residence on the property unless, within one week of its being placed on the property it is completely boxed in and has at lesst a 200 square foot slab poured beside it.
  - d. No temporary buildings or structures may be placed on the property, except mobile homes as in "c" above. No residential occupancy of any nature, either temporary or permanent, may be commenced prior to the completion of an adequate liquid waste disposal system in accordance with all regulations and laws of any governing authority.
  - e. Before, during and after any construction period all construction materials, supplies and equipment shall be kept nearly stacked or shall be kept cut of view, and shall never be allowed to become unsightly or disturbing to the owners of surrounding property.

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- f. No elevated tanks shall be placed, erected or permitted upon any part of the property. Any tanks in use on the property shall be buried or walled in sufficiently to conceal them from view from any surrounding property. Any clothes lines or clothes drying facilities, mechanical or other equipment, wood pile, storage piles, campers, trailers, or bosts shall be walled in and/or concealed from view from any surrounding property or shall be maintained or stored in a neat, tidy and unobtrusive manner.
- 8. No structure of any nature shall be erected or located on any lot or tract closer than 50 feet to the property line.
- 2. a. No billboards or advertising signs will be permitted on any lot or tract other than a name plate of an occupant of a residence, upon which his professional title may be added, and provided that such name plate shall not exceed a size of one square foot. Permission is granted, however, for the erection and maintenance of not more than one signboard on each lot or tract during the course of comstruction of a new single-family dwelling and upon its completion during the course of its initial sale; such signboard shall not exceed five square feet.
  - b. All exterior lights must be located so as not to be directed toward surrounding properties or toward public roads. Any mail boxes and mail hox standards must be of uniform shape and design and in appearance shall be in keeping with the natural setting of the land.
  - e. No derrick or other structure designed for use in boring or drilling shall be permitted on the property, except water well drilling equipment shall not be prohibited when drilling is in progress. No radio or television transmission towers shall be erected, placed or permitted on any part of the property. No hydrocarbon extraction or mining operations of any nature are permitted.
  - d. All electrical service or telephone lines shall be placed underground, unless such above—ground lines are in place on April 3, 1978.
- 3. a. No lot or tract or any part of the property shall be used in whole or in part for the storage or dumping of rubbish, trash or garbage of any nature whatsoever, or for the storage of any property or thing that will cause such lot or tract to appear in an unclean or untidy condition, or that will be obnoxious to the eye, and no substance, thing or material may be kept on any lot or tract that will emit foul or obnoxious odors, or that will cause any noise that will disturb the peace, quiet, comfort or serenity of the
  - occupants of surrounding property.

    b. No commercial livestock operations of any kind shall be conducted on any lot or tract. Each lot or tract may have a reasonable number of household pets and saddle animals. All horses must be fenced in, and all animals and poultry must be kept and maintained in a manner so as not to become a nuisance or offensive to the surrounding property by reason of noise, odor or any other cause. The Grantor reserves the right to order the ramoval of any animals or poultry

which may be objectionable. If stud horses are stabled on a lot or tract, special pens and stables will be required so as to adequately protect adjoining lot owners and their animals.

c. No lot or tract shall be used for any commercial or business purpose, except that certain "home occupations" may be permitted if such activity is inoffensive to the neighboring lot owners and to the Grantor.

d. All driveways and private roads shall be maintained to prevent dust and to reduce erosion and to eliminate unsightly conditions.

- a. No resubdivision of any lot or tract shall be permitted.
   b. An easement over and upon the fifteen (15) foot perimeter of each lot and tract is reserved to the Grantor for utility and drainage installation and maintenance.
- 5. a. No owner, guest or any other person shall hunt animals or birds on any lot, tract or any other part of Plaza Blanca or Plaza
  - b. The native growth of any lor or tract or any other part of Plaza, Blanca, including cacti, pinon and juniper (mountain cedar) trees, shall not be destroyed or removed from the property except as absolutely necessary to construct roads, drives and single-family dwellings and related outbuildings.

c. All owners are urged to practice water conservation at all times.

Efforts should be made to limit green areas, gardens, lawns and pool areas. When planting is anticipated, the use of drought resistant planting shall be encouraged.

- Solar energy and energy conservation devices and systems shall be encouraged with respect to all buildings.
- Motorcycles, motor bikes and all other vehicles of a similar type shall be permitted only on dedicated roads and rights-of-way.
- 8. a. These covenants will be enforced by all legal means, and Grantor may recover all costs in any successful suit to enforce them. Grantor or his agents may, at the expense of the owner, remove structures in violation of these covenants and shall not be guilty of trespass in doing so. Waiver or invalidation of any one of these covenants will in no way affect the remaining covenants. The failure to enforce a covenant will not be deemed a waiver of that covenant.
  - b. All of the aforesaid conditions and restrictions hereunder shall continue in full force and effect until the commencement of the calendar year 2000, and shall be automatically continued thereafter for successive periods of ten years each; provided, the holders of record title of 51% of the lots covered by these covenants may, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same at any time (), within one year prior to January 1, 2000, release all of the land

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so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions or may release any of the property covered by these covenants from any one or more of said restrictions, said release, change or modification to be effective January 2, 2000.

During each successive ten year period after January 1, 2000, the

During each successive ten year period after January 1, 2000, the same percentage of record title holders shall have the same power to release, change or modify said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements within one year prior to exporation of said ten year period, said release, change or modification to be effective at expiration of said ten year period. The Grantor and Grantor's successor and assigns shall have the right from time to time to make any changes it desires in these conditions and restrictions which Grantor deems heneficial to the owners of the majority of the lots in the subdivision. Any such change shall he reduced to writing, signed by Grantor, or Grantor's successors or assigns, acknowledged, and recorded in the office of the clerk of Rio Arriba County, and a copy thereof shall be mailed to each lot

SEAL invested by Grantor and when 50% of the lots covered by these covenants have been sole by Grantor and when 50% of the lots covered by these covenants have had residences constructed thereon, Grantor may, at its sole interest of the form or cause to be formed, under the laws of the State of vexico, a non-profit home owners association providing for the issuance of one membership for each lot covered by these covenants. When such an association shall have been formally organized and articles of incorporation have been filed, Grantor may, at its sole option at any time thereafter, assign to said association any common

FILED IN THE recitarional facilities for use by the owners of lots in the subdivise CLERK'S ORBICE the maintenance thereof to be assumed by the association thereAT//190/CLOG(repf and assign also all of Grantor's authority over dwellings and
Book/APPage 190 provements to be constructed on any lot, subject to these covenants, together with any or all of its other rights, including

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DAVID S. CHANNE or any one or more of them at any time thereafter exercise, being Garl as Annie Control with a such rights or any one or more of them. Grantor's each to and control under these covenants shall pass to the aforesaid home owners association upon the death of both Grantors if Grantors have not sooner divested themselves of such rights and control hereunder.

Signed this 26th day of June, 1978

STATE OF HEW MEXICO, COUNTY OFRIO ARRIBA:The foregoing instrument was acknowledged by
Robert E. Evans for himself and as attorney
in fact for Diana Evans, before me this
25th day of June, 1978.

Lill Carque

Notary Public My Commission Expires: March 25, 1982 Kolend E. Gam

Brana Edam, Cry Robert P. Cran

# PLAZA BLANCA SUBDIVISION UNIT I RIO ARRIBA COUNTY ABIQUIU, NEW MEXICO PROTECTIVE COVENANTS

#### . A. PREAMBLE:

WHEREAS: Space Homes, Inc. the owner of that certain tract of land known as Plaza Blanca Subidvision, in the vicinity of Abiquiu, County of Rio Arriba, State of New Mexico, and,

WHEREAS, the said owner of said tract of land delineated on the plat entitled Plaza Blanca Subdivision, filed for record with the clerk of the county of Rio Arriba on the 26th day of July, 1971, as document number 33031 and shown in the Second Amended Plat of Plaza Blanca Subdivision, Unit I, filed for record with the county clerk of Rio Arriba County, October 3, 1972, Plat Book pp. 552 through 555, New Mexico, desires that the land shall be subject to all terms and conditions of said plat and all of said terms and conditions contained therein shall be of like effect as if specifically mentioned herein and,

WHEREAS, said Owner, for the mutual benefit and enjoyment of prospective purchasers of lots in said tract, desires to place certain protective covenants on the owners of said lots, the following protective covenants are hereby imposed, to-wit:

#### B. AREA OF APPLICATION

1. These covenants in there entirety are to apply to all lots in Plaza Blanca Subdivision, Unit I, as described above.

#### C. GENERAL PROVISIONS TO APPLY TO ALL LOTS

1. The protective covenants hereinafter listed shall be and are hereby attached to each parcel of land in said area, and the said covenants are to run with the land without the necessity of enumerating said covenants in the deeds to the individual tracts in said subdivision, and are binding on all parties and persons claiming under them until 20 years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten years, unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

#### 2. ENFORCEMENT

There shall be formed an initial Planning Committee which shall consist of Richard P. Cook and at the date of filing of this instrument. Said Planning Committee shall have the responsibility of enforcing the protective covenants until such time as ninety (90) percent of the lots

143 A-1366

have been sold. The Planning Committee shall also have the right from time to time to make any changes it deems beneficial to the majority of the record owners of the lots in the subdivision., during the term of its existence. Any such change shall be in writing and recorded in the office of the clerk of Rio Arriba County, New Mexico. It shall be lawful for the Planning Committee to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues from such violation.

#### 3. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### PROTECTIVE COVENANTS

#### 1. NUISANCES:

No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### 2. TEMPORARY STRUCTURES

No basement, tent, shed, barn or other out-buildings erected on any lot shall be used as a permanent residence. However, this covenant shall not preclude the erection or presence of a temp-orary construction shed or trailer for tool storage, office & related construction purposes during the construction of a building.

#### 3. OIL AND MINING OPERATIONS

No cil drilling, cil development operations, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall cil wells, tank, tunnels, mineral excavations or shafts be permitted upon any lot.

#### 4. DISCRIMINATION

There shall be no discrimination upon the basis of race, color, creed, or national origin in the sale or lease, or rental, or in the use or occupancy of the premises herein described.

#### HOMEOWNERS ASSOCIATION

As nearly as possible to thirty (30) days after the expiration of the Initial Planning Committee, elections for officers of a homeowners association shall be held. Voting eligibility for these elections shall be confined to those who are owners of record of lots in this subdivison. Any vacancy occurring in the committee after such election may be filled by the remaining members. In any election provided for herein, the copurchasers of a lot shall vote as a unit. The calling of any election under this covenant shall be the responsibility of the association, which may establish procedures in each case not inconsistent with the requirements herein stated. Each lot shall have one vote.

IN WITNESS WHEREOF, the said owner of said Plaza Blanca Subdivision namely Space Homes, Inc. has hereunto set his name and seal this 3rd day of February , 1983.

Space Homes, Inc.

Richard P. Cook, President

OTARY CONDIFLED WITH SECRETARY OF STATE

ACKNOWLEDGEMENT FOR CORPORATION

COUNTY OF RIO ARRIBA )

) 88

STATE OF NEW MEXICO )

The foregoing instrument was acknowledged before me this 3rd day of February , 1983, by Richard P. Cook, president of Space Homes, Inc. a New Mexico Corporation, on behalf of said corporation.

My Commission Expires; 10/16/86

16945

CLERK'S OFFICE

Book Page 366-36

FEB 3 1983

SILVIANO ROMERO
county Clerk Rio Arriba County N.M.

ZEVE

My Commission Expires

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PLAZA BLANCA SUBDIVISION, UNIT I,
RIO ARRIBA COUNTY, ABTQUIU, NEW MEXICO
AMENDMENT NO. 1 TO PROTECTIVE COVENANTS FILED
FEBRUARY 3, 1983, IN BOOK 143 A AT PAGE 366 TO
368, INCLUSIVE OF THE RECORDS OF THE COUNTY CLERK
OF RIO ARRIBA COUNTY, NEW MEXICO

WHEREAS, Paragraph D of the above-recited protective covenants forms an initial planning committee, consisting of Richard P. Cook, and gives such planning committee the right, from time to time, to make any changes in the protective covenants it deems beneficial to the majority of the record owners of the lots in the subdivision during the terms of its existence; and

WHEREAS, such authority exists at least until 90% of the lots within the subdivision have been sold; and

WHEREAS, 90% of the lots, computed on the basis either of acreage or numerically, have not been sold; and

WHEREAS, Richard P. Cook, acting as the initial planning committee, deems the following changes to be beneficial to the majority of the record owners of the lots in the subdivision because:

- 1) by virtue of a substantial change in the eastern boundary of the subdivision, occasioned by a resurve; of the Forest Service boundary, the lots abutting on the eastern boundary line were reduced in acreage substantially; and
- 2) the street which formerly existed along the western boundary of said lots has now become totally unusable for the purposes intended; and

63

172A/63

remaining area in said lots is within a flood plain and cannot economically be used for residential development;

NOW, THEREFORE, the following amendment is made in the abovedescribed protective covenants:

- 1. Paragraph B is hereby amended to read as follows:
- "B. AREA OF APPLICATION.
  - 1. These covenants in there entirety are to apply to all lots in Plaza Blanca Subdivision, Unit I, as described above, except Lots 98, 99, 100, 101, 102, 103, 104, and 105."

IN WITNESS WHEREOF, the initial planning committee, namely, Richard F. Cook, has hereunto set his hand and seal this \_\_\_\_\_ day of August, 1989.

INITIAL PLANNING COMMITTEE PLAZA-BLANCA SUBDIVISION, UNIT I

Richard P. Cook Sole Member

STATE OF NEW MEXICO )
: ss
COUNTY OF RIO ARRIBA)

The foregoing instrument was acknowledged before me this day of August, 1989 by Richard P. Cook, sole member of the initial planning committee for Plaza Blanca Subdivision, on behalf of said committee.

ß Expires:

NOTARY PUBLIC

AT \$ 37 OCLOCK C3-6

commoclark Ring 14 Figures have have