

Disclaimer:

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

**SANDIA HEIGHTS SOUTH, UNIT 23
BERNALILLO COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS:

That SANDIA PEAK TRAM COMPANY, a New Mexico corporation, hereinafter called Grantor, being the owner of the following described property situate in Bernalillo County, New Mexico, to-wit:

Lots numbered 2301 through 2326, inclusive, SANDIA HEIGHTS SOUTH, UNIT 23, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on the 4th day of November, 1992;

hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restriction of said property, subject to which all lots in said subdivision shall be sold or conveyed.

All the covenants, reservations and restrictions hereinafter set forth are made for the benefit of each and every subsequent owner of any portion of the land in said subdivision or any interest therein, and shall inure to and bind all subsequent owners thereof; said covenants, restrictions and reservations being as follows:

1. These covenants, reservations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2015 A.D., at which time said covenants, reservations and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants, reservations and restrictions may be amended at any time by recorded written instrument, executed and acknowledged by the then record owners of not less than two-thirds (66%) of the residential lots in said Sandia Heights South, Unit 23.
2. If the parties hereto, or any of them, or their grantees, successors-in-interest or assigns, shall violate or attempt to violate any of the covenants, reservations and restrictions

herein provided, Grantor, the Architectural Control Committee (hereinafter called the "Committee") any person or persons owning any real property in said Sandia Heights South, Unit 23, or the Sandia Heights Homeowners Association (hereinafter called the "Association"), on behalf of such owners shall have the right to enforce by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceedings, the prevailing parties shall be entitled to recover cost and expenses, including reasonable attorney's fees.

3. Invalidation of any of these covenants and restrictions shall in no way affect the validity of the other provisions, which will remain in full force and effect.
4. All lots in Sandia Heights South, Unit 23, are hereby designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and buildings related thereto, except that this provision shall not prevent the combination of adjoining lots for one such dwelling; however, in no event shall any lot be further subdivided.

ALL RESIDENCES IN UNIT 23 SHALL BE SINGLE STORY STRUCTURES. THE MAXIMUM ALLOWABLE HEIGHT OF RESIDENCES IN UNIT 23 IS EIGHTEEN (18) FEET ABOVE GRADE, MEASURED FROM THE PAD ELEVATION REFLECTED ON THE CERTIFIED GRADING PLAN. AFTER CONSTRUCTION HAS BEEN COMPLETED AND THE RESIDENCE HAS BEEN OCCUPIED NO ADDITIONS OR EXTERIOR STRUCTURAL ALTERATIONS TO THE RESIDENCE SHALL BE PERMITTED.

NO HOUSE SHALL BE LOCATED ON ANY LOT IN SUCH A MANNER AS TO VIOLATE THE BERNALILLO COUNTY APPROVED SITE DEVELOPMENT PLAN FOR TRACT 3A, SANDIA HEIGHTS SOUTH UNIT 23. THE SETBACKS ARE ESTABLISHED BY AND CONTAINED IN THE SITE DEVELOPMENT PLAN. LOT 21 WAS GRANTED AN EXCEPTION TO THE MINIMUM FRONT AND REAR SETBACK REQUIREMENTS BY THE SITE DEVELOPMENT PLAN. THE HOUSE LOCATION FOR LOT 11 SHALL BE PLACED ON THE LOT'S SOUTHERN SETBACK AS SHOWN ON THE SITE DEVELOPMENT PLAN.

5. A Committee is hereby established, consisting of Robert M. Murphy, Louis Abruzzo and Cleve Matthews as the appointees, to serve for a period of ten (10) years from the date hereof or until their successors shall be appointed and qualify. Vacancies occurring either before the end of or as a result of the expiration of such ten year term shall be filled by appointment of a successor by the members of the Committee. At least one of the successors appointed to the Committee shall be a member of the Board of Directors of the Association. Within thirty (30) days of any appointment, owners of a majority of the residential lots may select other appointees in their stead.
6. BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION INCLUDING WITHOUT LIMITATION, SITE PREPARATION, CLEARING OF NATURAL

VEGETATION OR EXCAVATION, INSTALLATION, REMODELING, OR ALTERATION OF ANY BUILDING, SWIMMING POOL, WALL, FENCE, TANK, ANTENNA, SATELLITE RECEIVER DISH, OR OTHER STRUCTURE WHATSOEVER, ON ANY LOT, PLANS SHALL BE SUBMITTED TO THE COMMITTEE THAT INCLUDE THE REQUIREMENTS LISTED IN (a) AND (b); PROVIDED HOWEVER, THAT THE FOLLOWING REQUIREMENTS SHALL NOT BE THE SOLE BASIS FOR CONSIDERATION BY THE COMMITTEE [SEE ITEMS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) OF THIS DECLARATION]:

- (a) Plot plans showing the location on the lot of any structures proposed to be constructed, placed, altered, or maintained; floor plans and elevations; finished grades different from the existing grades on the lot; proposed colors, including color schemes for roofs and all exteriors indicating materials for same.
- (b) Two complete sets of the final plans and specifications for said work.

No construction, structure or improvement shall commence or shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. All construction, improvements installations, remodeling, or alterations shall comply strictly with the approved plans and any terms and conditions imposed by the committee in its written approval. Once approved, no construction, structure, or improvement may vary from the approved plan without further written approval of the Committee. Any person purchasing any portion of the property subject to this Declaration acknowledges that the breach or violation of this covenant is likely to result in irreparable harm to the rights and interests of other owners in the subdivision and that the Grantor, the Committee or the Association, on behalf of such owners, shall be entitled to injunctive relief, temporary or permanent, in order to prohibit such violation; provided, however, that this provision shall be in addition to any other remedies available hereunder or at law or equity.

- 7. The Committee is authorized to charge not more than \$250 for review of plans. At the time of submission of the plans and specifications as set forth herein, the owner shall pay said fee in advance. The Committee shall provide full approval, conditional approval, or disapproval of said plans and specifications in writing within thirty (30) days from the receipt thereof. All conditions of approval and variances shall be confirmed in writing. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Committee. Should the Committee fail either to approve or disapprove any plans or specifications submitted to it within thirty (30) day period, failure to do so shall not be construed as a tacit approval of said plans and specifications, nor shall such failure to approve or disapprove constitute a waiver of the Committee's absolute authority to approve plans and specifications prior to construction, alteration, or placement of improvements. Approval of plans and specifications for all construction, installation, improvements, remodeling or alterations shall be valid only for a period of one year. Failure to commence and complete construction within one (1) year following date of approval shall require reapplication and resubmittal of plans, specifications, and fees to the Committee.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of this Declaration. Considerations may include, but shall not be limited to, the following: If a proposed color is not a natural earthtone (brown) or other color approved in writing by the Committee; if the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure; if the structure shall unduly disturb trees, ground cover, rocks, or other natural features on the lot; if the structure shall unduly interfere with the view from nearby residences; if the Committee deems said plans and specifications to be contrary to the interest and the welfare and rights of all or any part of Sandia Heights South, Unit 23. The decision of the Committee in any of these matters shall be final and no building or improvement of any kind shall be constructed or placed upon any lot in Sandia Heights South, Unit 23, without the prior consent of the Committee.

Neither the Committee, its members, nor the Grantor shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Committee or the Grantor, or for any work done pursuant to the requested changes of said plans and specifications.

8. Any visible equipment shall be thoroughly screened. Solar heating equipment will be considered for approval based on the merit of its design and the manner in which it is constructed so as not to be seen or detract from other homes in the subdivision. Roof-mounted solar equipment will be difficult to conceal; however, if the color and structure are done in good taste, this type of installation can be considered for approval.
9. The Architectural Control Committee WILL NOT APPROVE the following:
 - a. EXTERIOR USE OF COLORS THAT ARE NOT NATURAL EARTHTONES (BROWNS) OR COLORS NOT APPROVED IN WRITING BY THE COMMITTEE.
 - b. WHITE ROOFING MATERIAL.
 - c. TRANSLUCENT OR TRANSPARENT GARAGE DOORS.
 - d. OUTSIDE CLOTHESLINES, RADIO ANTENNAS, TV ANTENNAS, AND SATELLITE DISCS.
 - e. BUTANE OR PROPANE TANKS.
 - f. ROOFTOP DECKS.
 - g. WALLS OR FENCES TALLER THAN SIX (6) FEET ABOVE THE NATURAL GRADE ON THE LOT OR WROUGHT IRON FENCES.
 - h. UNSCREENED, GROUND-MOUNTED OR ROOF-MOUNTED HEATING AND AIR CONDITIONING EQUIPMENT.
 - i. BRICK OR BRICK VENEER EXTERIORS.
10. Construction of any structure or improvement shall be continuous and proceed in an orderly fashion without interruptions, and any structure or improvement on a lot shall be completed in a reasonable time, not to exceed twelve (12) months from the date the plans were approved by the Committee. Failure to complete structures or improvements within

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a 12 month time frame will necessitate reapplication in accordance with paragraph 7 above.

11. Materials and equipment necessary for construction, and all debris resulting from clearing or construction, shall be confined to the lot and shall not be permitted on any other lots, common areas or roadways. During construction, a receptacle must be on site to contain all trash and debris.
12. Each residence shall be provided with a method of sewage disposal meeting the recommended standards of the Environmental Impact Division of the State of New Mexico and approved by the Committee. Garbage and waste shall be kept in covered metal or plastic containers of adequate weight so as not to turn over or blow over and litter the neighborhood.
13. Landscaping: (a.) Front yard landscaping to be installed by the homebuilder in accordance with the County approved landscape plan. (b.) No Chinese Elms, Poplar, cotton-bearing Cottonwood trees or Bermuda grass shall be maintained on any lot. (c.) Lawns shall be in an enclosed area and shall not exceed 500 square feet. (d.) Natural vegetation is to be restored to its original state whenever and wherever possible within 180 days of the completion of construction of the house located on any lot. All side yards facing the street on corner lots and rear yards must be landscaped with natural plants and/or southwestern type landscape within six (6) months of completion and/or occupancy of the unit. (e.) All dead vegetation, including trees, shall be removed and replaced by the owner within thirty (30) days. Plantings to be trimmed and cut by the owner as necessary at regular intervals to maintain them in a neat and attractive manner.
14. Without specific approval of the Committee, no grouping of trees shall be planted to constitute a screen nor may any trees, shrubs, or hedges be planted that shall unduly interfere with the view from nearby residences.
15. Each dwelling shall be maintained by the owner in such a manner as to comply with the Bernalillo County approved drainage plan or its successor then in force. Public agencies and Grantor or its designee shall have the right to enter upon all drainage easements for construction and maintenance of drainage facilities.
16. Access roads and utility easements are dedicated and reserved as shown on the Plat of the subdivision. All rights to minerals, water, oil and natural gas underlying the property are reserved to the Grantor.
17. No wire fences shall be maintained in the residential area of the subdivision, except by Grantor, on subdivision boundaries. Fences, walls, patios and porches must adhere to approval by the Committee.
18. No signs of more than five (5) square feet shall be maintained within the subdivision after completion of the original development and sale of the dwelling units unless specifically

approved by the Committee. All signs, other than a typical "for sale" or "for rent" sign, must be approved by the Committee.

19. No lot may be further subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot.
20. Basketball backboards, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate plantings, fencing or other acceptable screening techniques so as to conceal them from view of neighborhood residential units and streets.
21. In the event that any structure is destroyed, wholly or partially, by fire or any casualty, such structure shall be promptly rebuilt or repaired to conform to this Declaration or shall be removed from the lot within twelve (12) months of the incident.
22. In the event any owner fails to remove debris or unsightly material, the Grantor or the Association may remove said debris or unsightly material and charge the cost of removal, including reasonable overhead charge, against the owner together with interest. If such charge is not paid within thirty (30) days after written notice to the owner demanding payment, the assessment shall bear interest from the date of said notice at the rate of fifteen percent (15%) per annum and the Grantor or the Association may bring an action at law against the owner obligated to pay the same. Such charges shall become a lien against the lot or tract concerned upon recording of a notice of lien and said lien may be foreclosed by the Grantor or the Association against the property, the same as any mechanic's lien, and interest costs and reasonable attorney fees of any such action shall be added to the amount of such lien. Said notice of lien shall state the amount which has become due, a description of the property and the name of the owner or reputed owner of such property. Such notice shall be executed by the Grantor, its agent or the Association, and acknowledged. Upon the satisfaction of said lien, the Grantor, its agent or the Association shall issue a further notice similarly signed and acknowledged, stating that said lien has been satisfied and releasing the same. Each owner of any lot or tract by his acceptance of a conveyance of said lot or tract hereby vests in the Grantor, its agents or assigns, or the Association the right and power to bring all actions against such owner personally for collection of all charges provided for in his Declaration of Restrictions, and to enforce any such lien by all means available for the enforcement of such liens, including foreclosure in like manner as a mechanic's lien, a mortgage or deed of trust lien on said property. The Grantor, its agents or assigns, or the Association shall be subordinate to the lien or charge of any prior mortgage or deed of trust for value of said property.
23. Any and all of the right, title interest and estate given to or reserved by the Grantor herein or on the plat may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Bernalillo County, New Mexico, and whatever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

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24. Roads and utilities. Access roads and utility easements are dedicated and reserved as shown on the recorded plat of the property. No additional access roads or driveways, either public or private, shall be constructed directly from any lot or tract to Tramway Boulevard or Tennyson Street, other than those as shown on the plat of the property. No utilities on lots or tracts within the property shall be installed or maintained above ground, except during construction.
25. By acceptance of a deed to his or her property, each owner of a residence or lot in Sandia Heights South, Unit 23 agrees to be a member of the Sandia Heights Homeowners Association, a New Mexico corporation formed pursuant to the Nonprofit Corporation Act, which ownership shall be the only criterion for membership in the Association, The purpose of the Association is to coordinate planning and implement the management of such services and activities as may be necessary or desirable to promote the common interests and welfare of the property owners of record and residents located in Sandia Heights South, Unit 23 of the County of Bernalillo, New Mexico, in order to preserve the quality of life for which the subdivision was established.
26. If and when the property of SANDIA HEIGHTS SOUTH, UNIT 23, meets the statutory annexation requirements enabling annexation of the property to the City of Albuquerque, such property shall, at the option of the city, be so annexed and become a part of the city. At such time of annexation, if ever, all property owners may be required to pay their proportionate share of bringing the water and sewer systems servicing the property into compliance with all applicable standards imposed by the appropriate governmental authorities.
27. Retaining walls shall not be removed. Walls and fences must be constructed of adobe, brown slump block, stuccoed cement block, cedar, or redwood. Other construction materials for walls and fences shall not be permitted. Wood fences are restricted to the side and rear lot property lines, except for corner lots. Corner lots are restricted to having wood fences at the rear property line.
28. Wood fences are restricted to the side and rear lot property lines, except for corner lots. Corner lots are restricted to having wood fences at the rear property line.

USE RESTRICTIONS

1. No trade or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done on any lot which shall constitute an annoyance or nuisance to the neighborhood. Without limiting the generality of any of the foregoing provision, no speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot which are audible from neighboring lots.
2. No trash or garbage shall be burned on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view by an attractive enclosure. The collection service provided by Sandia Peak Services or their successors or assigns must be used.

3. No trailer, tent, shack, garage or other vehicle or outbuilding shall be used as a residence, temporarily or permanently.
4. No commercial type vehicles, trucks, boat or horse trailers, campers, or camper shells, boats, house trailers, mobile homes, recreational vehicles, or camper trailers shall be visibly parked or stored on any residential lot except in enclosed garages, or parked on any residential street or alley except while engaged in transport to and from a residence. For the purpose of this covenant, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck. Such vehicle shall be deemed a commercial, vehicle or truck when equipped with a camper and shall not be exempt from the restrictions heretofore mentioned in this section.
5. No unused automobiles or vehicles of any kind except hereinabove provided shall be stored or parked on any lot except in a closed garage. An "unused vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of 30 consecutive days or longer. In the event any unused vehicle remains parked on any tract or lot within the property boundaries, the Grantor or the Association shall have the right to remove the same after 48 hours notice to the owner thereof, the expenses to be charged against the owner thereof, and such charges shall become a lien upon the recording of a notice of a lien and shall be enforceable.
6. No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired on any street or in front of any lot in such a manner as will be visible from neighboring property.
7. All dead vegetation, including trees, shall be removed within thirty (30) days. Plantings shall be trimmed and cut as necessary at regular intervals to maintain them in a neat and attractive manner.
8. No animals shall be kept on any lot except domestic cats and dogs. Keeping of these animals will be in accordance with County ordinances.
9. No room or rooms in any residence may be rented or leased to any person, providing, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire lot together with its improvements as a single unit to a single family.
10. It shall be the responsibility of owners of lots, vacant or otherwise to keep said lots, and all easement areas encompassed within the exterior boundaries of said lot, clear of trash, unused building and/or landscaping materials, rubbish or noxious materials.
11. No neon arc lamps or mercury lights shall be permitted. No unshaded flood lights shall be maintained which cause light to shine directly onto the property or into the home of any other resident in the subdivision. All exterior lighting shall be maintained and installed to minimize light pollution.
12. Garage Doors: Garage doors shall be kept closed at all times except when in immediate use.
13. No building or structure within the subdivision shall be permitted to fall into disrepair, and each such building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Such duty to repair shall include, but not by way of limitation, the maintenance of any exterior structures and finish included in the plans approved by the Committee.
14. Outside clotheslines, radio antennas, TV antennas, and satellite dishes are prohibited.

No delay or omission on the part of the undersigned, its successors or assigns, or of the owners of other lots in said subdivision having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right or action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, the Committee or the Association for, or on account of, failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of said covenants, restrictions, or reservations.

**FIRST AMENDMENT
OF
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
SANDIA HEIGHTS SOUTH
UNIT 23
BERNALILLO COUNTY, NEW MEXICO**

This First Amendment of the Declaration of Protective Covenants and Restrictions is executed and acknowledged this 20th day of April, 1998.

WHEREAS, the Declaration of Protective Covenants and Restrictions of Sandia Heights South, Unit 23 of Bernalillo County, New Mexico, was recorded in the Office of the County Clerk of Bernalillo County on November 24, 1992, in Book 92-28, pages 202-211 (hereinafter "the Covenants"),

WHEREAS, a portion of paragraph 4 of the Covenants states as follows, "AFTER CONSTRUCTION HAS BEEN COMPLETED AND THE RESIDENCE HAS BEEN OCCUPIED, NO ADDITIONS OR EXTERIOR STRUCTURAL ALTERATIONS TO THE RESIDENCE SHALL BE PERMITTED".

WHEREAS, more than sixty-six percent (66%) of the current record owners of the residential lots in Sandia Heights South, Unit 23 desire to eliminate the aforesaid sentence from paragraph 4 of the Covenants, and

WHEREAS, the required sixty-six percent (66%) of record owners have executed a written instrument to amend the Covenants accordingly, and the instrument is attached hereto as Exhibit A,

NOW, THEREFORE, be it resolved by more than two thirds (66%) of the record owners of the residential lots of Sandia Heights South, Unit 23 as follows:

1. This First Amendment of the Declaration of Protective Covenants and Restrictions shall only amend the document which was recorded in the Office of the County Clerk of Bernalillo County on November 24, 1992, in Book 92-28, pages 202-211,

and which affects only Sandia Heights South, Unit 23, a subdivision in Bernalillo County, New Mexico.

2. The sentence in paragraph 4 of the Covenants which states "After construction has been completed and the residence has been occupied, no additional or exterior structural alterations to the residence shall be permitted" is eliminated and rendered null, void, and of no further force and effect.
3. All other provisions and requirements of the Covenants shall remain as stated without amendment or modification.

Executed and acknowledged this 20th day of April, 1998.

NOTE: signatures are on file in the SHHA office.

**SECOND AMENDMENT
OF
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
SANDIA HEIGHTS SOUTH
UNIT 23
BERNALILLO COUNTY, NEW MEXICO**

This Second Amendment of the Declaration of protective Covenants and Restrictions is executed and acknowledged this 28th day of August, 2015.

WHEREAS, the Declaration of Protective Covenants and Restrictions of Sandia Heights South, Unit 23 of Bernalillo County, New Mexico, was recorded in the Office of the County Clerk of Bernalillo County on November 24, 1992, in Book 92-28, pages 202-211 (hereinafter "the Covenants"), and;

WHEREAS, Paragraph 9 of the Covenants needs to be modified as follows to reflect current realities:

9. The Architectural Control Committee WILL NOT APPROVE the following:
 - a) Exterior use of colors that are not natural earth tones (browns) or colors not approved in writing by the committee.
 - b) White roofing material.
 - c) Translucent or transparent garage doors.
 - d) Outside clotheslines, radio antennas, and TV antennas.
 - e) Butane or propane tanks.
 - f) Rooftop decks.
 - g) Walls of fences taller than 6 feet above the natural grade on the lot or wrought iron fences.
 - h) Brick or brick veneer exteriors.

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The words removed are: 9 (d) “satellite discs”, “9 (h) unscreened, ground mounted, or roof mounted heating and air-conditioning equipment.”, and “9 (i) Brick or brick veneer exteriors, “becomes “9 (h) Brick or brick veneer exteriors.”

WHEREAS, more than sixty-six percent (66%) of the current record owners of the residential lots in Sandia Heights South Unit 23 desire to make the above modifications to Paragraph 9 of the Covenants; and

WHEREAS, the required sixty-six percent (66%) of record owners of the residential lots in Sandia Heights South Unit 23 have executed a written instrument to amend the Covenants accordingly, and the instrument is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by more than 2/3rds (66%) of the record owners of the residential lots of Sandia Heights South, Unit 23 as follows:

- 1) This Second Amendment of the Covenants shall only amend the document which was recorded in the Office of the County Clerk of Bernalillo County on November 24, 1992, in Book 92-28, pages 202-211, and which affects only Sandia Heights South, Unit 23, a subdivision of Bernalillo County, New Mexico
- 2) Paragraph 9 of the covenants shall be modified as follows:

“9. The Architectural Control Committee WILL NOT APPROVE the following:

- a) Exterior use of colors that are not natural earth tones (browns) or colors not approved in writing by the committee.
- b) White roofing material.
- c) Translucent or transparent garage doors.
- d) Outside clotheslines, radio antennas, and TV antennas.
- e) Butane or propane tanks.
- f) Rooftop decks.
- g) Walls of fences taller than 6 feet above the natural grade on the lot or wrought iron fences.
- h) Brick or brick veneer exteriors.”

The words removed are: 9 (d) “satellite discs”, “9 (h) unscreened, ground mounted, or roof mounted heating and air-conditioning equipment.”, and “9 (i) Brick or brick veneer exteriors, “becomes “9 (h) Brick or brick veneer exteriors.”

- 3) All other provisions and requirements of the Covenants shall remain as stated without amendment or modification.**

Executed and acknowledged this 28th day of August, 2015.

NOTE: signatures are on file in the SHHA office.