

**FIRST AMENDMENT TO COVENANTS FOR AUTUMN VIEW  
SUBDIVISION**

**THIS AMENDMENT** is entered into effective the 5<sup>th</sup> day of April, 2007, by Fuller Homes Inc., a New Mexico corporation ("Fuller Homes").

WHEREAS, Fuller Homes is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

**AUTUMN VIEW SUBDIVISION, as the same shown on the Plat of Autumn View Subdivision recorded in the Bernalillo County, New Mexico real estate records on March 23, 2006 in Book 2006C on page 94 Document No. 2006040479.**

("Property"); and

WHEREAS, a Statement of Protective Covenants related to the Property was filed January 23, 2007 in Book A131, Page 1587, as Document No. 2007011608, record of Bernalillo County, New Mexico ("Covenants"); and

WHEREAS, the parties desire to amend the Covenants.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

For Sale or For Rent Signs. An Owner may erect one sign not exceeding 2 feet by 30 inches in total area, fastened only to a stake in the ground and extending not more than 4 feet above the surface of the ground. Such a sign may be erected only on the property being advertised for sale or rent. No lead in signage is permitted in the common areas

Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 45 days in advance of the election to which they pertain and are removed within 2 days after the election.

Antennas. Except as may otherwise be permitted by the ACC, subject to any provisions of any guidelines or standards adopted by the ACC, no exterior radio antennas, television antennas, or other antennas, satellite dish, or audio or visual reception device of any type shall be placed, erected, or maintained on any Lot except inside a Unit or placed in a location where it will not be visible to a person driving on the public streets; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that the requirements of this Section shall not apply to those "antennas" (including certain satellite dishes) which are specifically covered by the



Telecommunications Act of 1996 and/or applicable regulations, as amended from time to time. As to "antennas" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended, the Association shall be empowered to adopt rules and regulations governing the types of "antennas" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or applicable regulations, as amended, establishing reasonable, nondiscriminatory restrictions or requirements relating to appearance, safety, location and maintenance. Notwithstanding the above, a satellite dish antenna thirty nine inches (39") in diameter or smaller may be installed in the least conspicuous location on the home or lot, when viewed from the street in front of the Unit, from where an acceptable quality signal can be received.

Clothes Hanging Devices. No clothes hanging devices exterior to a Unit are to be constructed on the Lot.

Basketball Backboards. Permanent basketball backboards must be pole mounted on the side of the driveway or on a rear yard patio. Portable basketball hoops may only be located on the side of the driveway not on the city easement or on the street. Unused portable basketball backboards may not be stored in a location visible from the street.

Garbage. No garbage or trash shall be kept, maintained or contained in or upon the Property except temporarily, in the city provided containers for pickup. Such containers shall be stored on the side of the garage. No incinerators shall be kept or maintained on the Property and no trash or garbage shall be burned on the premises. No refuse pile, garbage, compost pile or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property. No other trash or containers of any kind, other than trash and recycle containers as provided by the City shall be stored, kept, placed or maintained on any Lot where visible from any street. Proper storage for these items is in the garage or behind the side gate. On the day designated for removal of garbage and rubbish, these items may be placed in front of a residence and beside a street for removal but will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by the Declarant. Notwithstanding the foregoing, the Committee may (but shall not be obligated to) designate one or more locations within the Property to be centralized collection points for recycling of trash, garbage, or similarly reusable materials.

#### Parking

(a) No storage or parking of boats, campers, trailers, recreational or commercial vehicles is permitted on any Lot, except as may be stored within an enclosed garage. Short term, infrequent parking (not to exceed 24 hours) of these vehicles is permitted for loading, unloading, cleaning or maintenance.

(b) No parking of inoperable motorized vehicles of any kind shall be allowed on the streets within the Property or on any Lot in an area where they would be visible to a person driving on the public streets including but not limited to vehicles with expired license plates, unregistered vehicles, or vehicles on jacks.



(c) No vehicles, including but not limited to recreational, commercial or personal vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to driveways or streets intended for vehicular use.

(d) Motorized vehicles in daily use may only be parked in an enclosed garage or on a paved driveway.

Window Treatment. No aluminum foil, reflective film or similar treatment will be placed on windows or glass doors. Temporary window treatments must be removed within forty-five (45) days from close of escrow.

Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Parcel, except: (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction or modification) of a building, appurtenant structures or other Improvements; and (b) that which Declarant or Association may permit or require for the development, operation and maintenance of the Property.

Pool Equipment. All pool equipment stored on any Lot shall be screened so as to be neither Visible from Neighboring Property nor able to be seen through any view fence.

Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate within, upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property.

(a) Woodpiles or other material shall be stored in a manner so as not to be Visible from Neighboring Property and not to be attractive to rodents, snakes, and other animals and to minimize the potential danger from fires.

(b) No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Property.

(c) No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to any person or property.

(d) No open fires shall be lighted or permitted, except in a contained outdoor



fireplace or barbecue unit while attended and in use for cooking purposes.

Nuisances. No Owner shall permit or suffer anything to be done or kept about or within his Lot, or on or about the Property, which will obstruct or interfere with the rights of Developer, other Owners, Occupants or authorized Persons to use and enjoy the Common Areas, or annoy them by unreasonable noises or otherwise, nor shall an Owner commit or permit any nuisance. The foregoing shall include a prohibition against speakers, horns, whistles, bells or other devices, except security devices used solely for security purposes, which are audible from neighboring lots. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Property or which results in unreasonable levels of sound or light pollution. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Lots.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, which in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants and invitees of other Lots.

Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration unless they are in violation of the Design Guidelines or requirements of the Architectural Control Committee. The Board, in its sole discretion and power, but subject to the provisions hereof, shall have the right to determine the existence of any unreasonable annoyance or nuisance under this Declaration.

Vehicles.

(a) Campers, Boats and Recreational Vehicles. No campers, boats, marine craft, hovercraft, boat trailers, travel trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within a garage located on such Lot and/or said vehicles and/or accessories are screened from view from the front of the Lot as approved by the ACC, and said vehicles and accessories are in operable condition. The ACC, as designated in this Declaration, will have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and fully enclosed and/or screened. Upon an adverse determination by said ACC, the vehicle and/or accessory will be removed and/or otherwise brought into compliance with this subsection. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or yard adjacent to a street. This Section shall not apply to emergency vehicle repairs. Notwithstanding the foregoing, for the purposes of cleaning, loading, unloading, and short-term parking, RVs not exceeding twenty feet (20') feet may be parked on the Lot's driveway for a period not exceeding 24 hours no more frequently than once every 30 days. Owners must obtain written permission from the Association for such short-term parking.



(b) Commercial Vehicles. No commercial vehicle with a gross vehicle weight ratio greater than one (1) ton will be parked on any street right-of-way or Lot except within an enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time. No vehicles or similar equipment may be parked on the landscaped areas of any Lot or Common Area, except as provided by Section 12.17 above.

(c) Motor Vehicles. No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and are in daily use as motor vehicles on the streets and highways of the State of New Mexico. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.

(d) Unused Vehicles. No unused automobiles or vehicles of any kind 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 of a period of thirty (30) consecutive days or longer. In the event any unused vehicle remains parked on any tract or Lot within the Property boundaries, the Developer or the Association shall have the right to remove the same after forty-eight (48) hours notice to the owner thereof, the expenses to be charged against the owner thereof, and such charges shall become Reimbursement Assessments against the Lot Owner.

Leasing. For purposes of this Declaration, "leasing" is defined as regular, exclusive occupancy of a Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or compensation. A Lot may be leased only in its entirety (e.g., separate rooms within the same Unit may not be separately leased). No fraction or portion may be leased.

(a) No structure on a Lot other than the primary Unit shall be leased or otherwise occupied for residential purposes, except that structures used for ancillary purposes, such as an "in-law suite" or detached "guest house," may be occupied, but not independently leased. There shall be no subleasing of a Unit or assignment of leases except with the Board's prior written approval.

(b) All leases shall require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned by Declarant.

(c) A copy of the lease, receipt signed by tenant acknowledging receipt of the governing documents and agreement to abide by same and address and contact information of the property owner together with such other additional information as the Board may require, shall be given to the Board or its designee by the Owner within ten



days of execution of the lease. The Board may adopt reasonable use restrictions and rules regulating leasing and subleasing and the activities of Tenants and subtenants.

(d) No transient tenants may be accommodated in a Unit. All leases, including approved subleases, shall be in writing and shall be for an initial term of at least six (6) months, except with the Board's prior written consent.

(e) The Association has the authority to charge additional fees, including but not limited to penalties, fines and/or increased assessments and/or reimbursement costs, to the Owner of a Residential Lot for non-compliance by his/her tenant with the terms of this Declaration, and such may be collected in accordance with the terms of the Declaration including but not limited to the procedures set forth herein for the collection of Assessments.

Lights. No spotlights, flood lights, neon lamps, mercury lights or other high intensity lighting shall be placed or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on the Common Areas, or any part thereof, or any other Lot or Parcel, except as may be expressly permitted by the Association Rules or the Design Guidelines. All exterior lighting shall be maintained and installed to minimize light pollution.

Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations must be removed within thirty (30) days after the holiday has ended. Decorations or lights may not be displayed more than six (6) weeks in advance of the holiday. The Association will have the right, upon thirty (30) days' prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, will not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.



IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Covenants for Autumn View Subdivision effective the date first hereinabove set forth.

FULLER HOMES INC.  
A New Mexico corporation

By: Jody Pauza  
Jody Pauza, President for Autumn View

FULLER HOMES INC.  
A New Mexico corporation

By: Marianne Baca  
Marianne Baca, Secretary for Autumn View

ACKNOWLEDGMENT

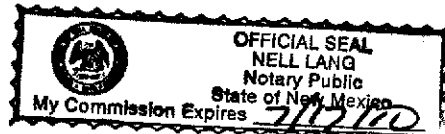
STATE OF NEW MEXICO )  
)  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on April 5, 2007, Jody Pauza of FULLER HOMES INC., a New Mexico corporation.

My Commission Expires:  
7/12/10

[Signature]  
Notary Public

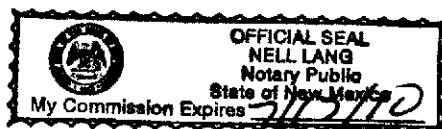
STATE OF NEW MEXICO )  
)  
COUNTY OF BERNALILLO )



This instrument was acknowledged before me on April 5, 2007, Marianne Baca of FULLER HOMES INC., a New Mexico corporation.

My Commission Expires:  
7/12/10

[Signature]  
Notary Public



2007053397  
5636344  
Page: 7 of 7  
04/11/2007 04:24P  
Bk-A135 Pa-3289