

Los Caminitos Subdivision
Amended and Restated Restrictive Covenants
Effective August 21, 2010

1. Definitions

- A. *Lot* shall mean each and every numbered lot in Los Caminitos Subdivision as shown on the Master Plan of said subdivision and on the plats of all phases thereof filed in the office of the County Clerk of Santa Fe County, New Mexico, at Los Caminitos Phase I Plat Book 74, Pages 14, 15, 16, under Reception No. 450,741, Los Caminitos Phase II, Document 479,480, Plat Book 101, Pages 23A, 23B, and 23C, Los Caminitos Phase III, Document 505,742, Plat Book 122, Pages 20, 20A, and 20B, Subdivision of Lot 74, Document 786,180, Plat Book 239, page 043 and subsequent filings.
- B. *Architectural approval* shall mean approval of plans and specifications by the Architectural Control Committee appointed by the Homeowners Association as provided for herein.
- C. *Homeowners Association* shall mean a non-profit corporation in which the ownership of each lot in Los Caminitos Subdivision shall give rise to one membership. Said association shall have the power to appoint an Architectural Control Committee, and such other powers as it may be granted by the members of the Homeowners Association or may possess as a matter of law, including but not limited to the right and power to own real property for the benefit of the residents of Los Caminitos Subdivision.

- D. The *Homeowners Association* shall have the power to enforce the rules defined by the Committees so appointed.
- E. The rules set forth by and for the Architectural Control Committee shall be subject to the same duration and change procedures as defined in the section “Duration” below.

2. Duration

These restrictive covenants shall remain in full force and effect until January 1, 2020 unless modified as herein defined. At that time, the owners of fifty-one percent (51%) of the lots in Los Caminitos Subdivision that are eligible to vote may elect to terminate or modify said restrictions; said election shall be proposed in writing by the owner of any lot in said subdivision, delivered to the Homeowners Association not less than thirty (30) days before September 1st, 2019; thereupon said Homeowners Association shall consider the proposals and circulate the proposals and, in addition, any amendments that the Homeowners Association thinks fit to the members not less than 10 days nor more than 60 days in advance of a meeting of all the members of the Homeowners Association called to consider the proposals. Unless the owners of fifty one percent (51%) of said lots shall elect to terminate or modify said restrictive covenants, they shall remain in effect for a further period of fifteen (15) years, thereafter a like election to terminate or modify said restrictions may be requested, and if requested shall be held as hereinabove provided. Otherwise said restrictions shall remain in full force and effect for a further like period.

These restrictive covenants may be amended from time to time by resolution of Homeowners Association where the owners of seventy-five percent (75%) of the lots that are eligible to vote in Los Caminitos Subdivision vote in favor of the resolution; said

resolution may be proposed in writing by the owner of any lot in Los Caminitos subdivision and delivered to the Homeowners Association. The Homeowners Association shall then send notice of such resolution to all lot owners by regular mail not less than 10 days nor more than 60 days in advance of a meeting of all homeowners at which the resolution will be considered.

3. Permitted Uses

Upon each lot in Los Caminitos Subdivision there may be erected a principal residence consisting of one detached single-family dwelling together with such structures and outbuildings as are commonly and customarily appurtenant thereto including, but not limited to, detached solar collectors; said dwelling may be used only for private residential purposes and shall be designed and built for use by a single family. All plans for every structure to be built shall be approved as herein provided before construction shall begin. In Phases I and II only, the construction of private swimming pools, private barns, stables or corrals is prohibited without the approval of the Architectural Control Committee. Private swimming pools, barns, stables and corrals are allowed in Phase III.

Additionally, upon each lot in said subdivision there shall be permitted the following:

- a. one principal garage
- b. one studio
- c. one workshop
- d. one guest house and garage

4. Prohibitions

A. In Phases I and II, no lot shall be divided, subdivided, partitioned or in any manner shall the ownership of any portion thereof be severed from the ownership of any other portion thereof unless the resultant lots thus divided will be no less than ten (10) acres in size within their boundaries. In Phase III, each lot may be subdivided into not more than four (4) lots or a total potential of eight (8) lots, of which no lot shall be less than ten (10) acres. Thereafter, no lot shall be divided, subdivided, partitioned or in any manner shall the ownership of any portion thereof be severed from the ownership of any other portion thereof.

B. No structure placed on any lot shall have a height in excess of fifteen feet (15') above the average natural ground level at the construction site. Accordingly, no item shall be placed or installed upon, or added or affixed to, the structure such that it would exceed the aforesaid fifteen foot (15') height limitation. The foregoing shall not apply to normal vent pipes or to security cameras, small antennae, satellite dishes or other unobtrusive electronic equipment previously approved by the Architectural Control Committee for that residence.

C. Unless a variance is allowed by the Architectural Control Committee, no structure shall be erected nor shall any disturbance of natural ground cover and vegetation be permitted within fifty feet (50') of any lot line except for a driveway with or without a gate which shall not be more than twenty five feet (25') in width at any place within fifty feet (50') of any lot line; no structure shall be erected on or within thirty seven and one-half feet (37.5') of the centerline of any trail easement as shown on the plat of Los Caminitos Subdivision filed and recorded as aforesaid. Provided that, with a waiver by the Board of Directors, the owners of two or more abutting lots may agree in writing to cluster the principal residences on said lots in such manner that there is less than the otherwise appropriate setback from one lot line of each such lot,

and provided that in no case shall there be any diminution of the setback from any lot line abutting a lot in the subdivision, the owner of which does not agree in said writing to participate in said clustering.

D. In Phases I and II only, no fences of any nature except enclosures for pets or private gardens shall be erected or maintained, provided that privacy barriers may be erected and maintained within thirty-five feet (35') of any residence or guest house, provided such barriers be shown on the original plans for such structure, or the plans for which are approved in the same manner as is herein provided for the approval of the original plans for construction. In Phase III, lots may have fences constructed appropriate to the corralling of animals.

E. No commercial activities shall be conducted; provided that nothing herein shall be construed to prohibit the use of space within a residence or guest house for a professional or other office in which there is employed not more than one employee or other person who does not reside on said lot and which does not substantially increase the flow of traffic to such lot to a level greater than that normally generated by such a residence.

F. No commercial farming, ranching or other agricultural activity shall be permitted.

G. No animals creating excessive noise, odor, or other nuisances shall be kept on the premises. In Phase III a total of four (4) horses or cows or goats will be allowed on each lot. Carnivorous animals such as dogs and cats shall be trained or restrained from interfering with or killing wildlife native to or found in Los Caminitos Subdivision and no grazing shall be permitted in any unfenced area within Los Caminitos Subdivision.

H. No mobile home shall be permitted for any purpose. No prefabricated, modular or other type of manufactured structure

shall be permitted unless (i) its exterior appearance is in all respects consistent with these Restrictive Covenants and then applicable Architectural Control Rules for primary residences and ancillary structures, including but not limited to, color, materials, size and overall design, (ii) the structure is sited on a permanent foundation and permanently affixed thereto and (iii) the structure is otherwise acceptable to the Architectural Control Committee, such approval to be evidenced as set forth in Section 5 D hereof.

I. No storage of building materials other than during construction shall be permitted. No storage yard for any materials other than those commonly and regularly in residential use or for purposes of construction of the infrastructure of the subdivision shall be permitted.

J. No hunting shall be permitted.

K. No signs except signs indicating the name and address of the residents of any lot shall be maintained or installed.

L. No uses inconsistent with the residential character of the subdivision shall be made.

M. All gates on driveways shall be set back from roadways at least twenty feet (20').

N. No unlicensed vehicle or trailer shall be parked, stored or otherwise allowed to remain ungaraged on any lot. No graders, backhoes, front loaders or other type of mobile construction equipment shall parked, stored or otherwise allowed to remain on any lot except during the construction or repair of improvements previously approved by the Architectural Control Committee. In addition, no recreational vehicle or motor home, or travel or utility trailer greater than six feet long or four feet high, or any other type of vehicle greater than twenty feet long or seven feet high which is visible from any common road or area or is unreasonably intrusive to any other lot owner, shall be parked, stored or otherwise allowed

to remain ungaraged on any lot for more than seven consecutive days or for more than fifteen days in any calendar year. None of the aforesaid vehicles, trailers or equipment shall ever be parked, stored or otherwise allow to remain on any common area; provided, however, that the foregoing shall not apply to (i) vehicles, trailers or other equipment belonging to any contractor which performs work for the Homeowners Association or (ii) horse trailers and related equipment placed on lots in Phase III by the lot owner.

O. No firing of firearms shall be permitted.

P. No automobile, recreational vehicle, motor home or trailer may be parked overnight on any road maintained by the Association except (i) when necessitated during construction and approved by the Architectural Control Committee or (ii) by a homeowner when snow, other inclement weather or an emergency impedes or prevents access to the homeowner's driveway.

Q. No personalty shall be temporarily or permanently placed upon the roof of any residence. The foregoing shall not apply to items or materials temporarily placed upon the roof which may be required in connection with construction, repairs or maintenance. With respect to those residences with multiple roofs, the term "roof" as used in this Section 4 Q shall mean the highest roof.

5. Construction

A. Construction shall begin within one year (365 days) after approval of plans is given by the Architectural Control Committee. In the event construction is not timely begun, plans and specifications shall be resubmitted to the Architectural Control Committee for approval before construction is begun. Once begun, exterior construction of any structure or revegetation or landscaping of any excavated area shall be completed within four hundred eighty (480) weather working days; provided that nothing

herein contained shall prohibit staged construction; in any staged construction of a principal residence, once begun, construction of any stage of construction shall be completed within four hundred eighty (480) weather working days; provided further that the initial stage shall not be of less than 2100 square feet, and provided further that upon completion of any stage, the structure which is so built shall have the exterior appearance of finished construction.

B. During construction, contractual requirements shall be made of the builder requiring him or her to refrain from damaging or removing trees and other vegetation, except as may be reasonably necessary and unavoidable for clearance of a building site and construction of driveways, parking areas and turnarounds.

C. It is essential that each lot owner engaged in construction assure that no construction litter be thrown or deposited, or otherwise allowed to remain, on any community road or other common area or another lot. To secure the lot owner's responsibility in this regard, prior to the commencement of construction, the lot owner shall deposit with the Association the sum of \$3,000. If, during the course of or on completion of construction, any litter from such construction remains on any community road, or other common area, or on another lot for seven (7) days after notice thereof is given to the constructing homeowner, the Board may use the deposit to defray the cost of removing same. If, upon the completion of construction, all such litter has been removed either by the Association or the lot owner, the balance of the deposit will be returned to the lot owner. The deposit called for hereunder shall be placed in the Association's general account. The Association shall have no obligation to invest or pay any interest on the deposit.

D. No initial construction of any structure, and no alteration, rebuilding or reconstruction of the exterior of any existing structure, shall be commenced until definitive plans therefor, as called for herein and in the Architectural Control Rules, have been

approved by the Architectural Control Committee and the security deposit called for in Section 5 C hereof has been posted with the Association. Approval shall be evidenced only by letter from the Architectural Control Committee to the submitting homeowner identifying with reasonable specificity the plans being approved. All construction shall be performed in substantial accordance with the approved plans therefor. Any construction not in substantial accordance with the approved plans shall be removed and replaced with complying construction.

6. Architectural Approval

Architectural approval shall be required for the construction, exterior modification or addition to any structure on any lot in Los Caminitos Subdivision and the location and design of all on-site water or wastewater system. "Structure" shall include any sign of more than six (6) square feet. Said approval shall be given by the Architectural Control Committee following submission of plans and specifications.

The standards for architectural approval are:

- A. No principal residence shall be less than 2100 square feet interior heated space; no guest house shall be of less than 500 square feet, nor more than 2000 square feet interior heated space.
- B. No construction of any guest house shall commence until substantial exterior completion of the principal residence, provided that the Architectural Control Committee may waive the provisions of this requirement upon a showing of good faith simultaneous or contemporaneous construction of a principal residence and guest house.
- C. The type of construction and architecture shall be in keeping with the character of the community. Santa Fe style architecture, territorial style architecture, traditional pueblo style architecture and western ranch architecture is encouraged and favored, as is the

use of construction materials having the appearance of local, indigenous and traditional building materials. Energy and water conservation devices, such as solar collectors, cisterns, etc. are also encouraged. The determination of whether architectural style is moderate and reasonable shall be in the sole discretion of the Architectural Control Committee. The only requirement for the Architectural Control Committee shall be that it act in good faith for the benefit of all the owners of the lots in Los Caminitos Subdivision; notwithstanding, a lot owner may appeal to the board for approval.

D. All extensions of utilities shall be underground to all structures at all locations. No electrical or telephone lines shall be maintained above ground except during construction. If the Phase III lots are further subdivided, all roadways shall be first approved by the Los Caminitos Architectural Control Committee as to location and standards of construction.

E. No exterior floodlights or street lamps shall be installed, operated or maintained on any lot in such manner that light therefrom shall directly illuminate lands other than those of the owner thereof.

F. The Architectural Control Committee shall consist of at least three persons, at least two of whom shall be owners of lots in Los Caminitos Subdivision. No member of the Committee shall sit in consideration of plans for development of property owned by him or development of property abutting property owned by him. When any member of the committee is not qualified to sit for any reason, the remaining members shall designate a member *pro tem* to sit in his or her place. If more than one member is disqualified, the Homeowners' Association shall designate sufficient members *pro tem* for the purpose. The applicant for approval shall pay or reimburse the Committee the reasonable expenses incurred in considering applicant's plans.

G. The selection of all construction sites on any lot shall be subject to approval of the Architectural Control Committee. Said approval may be withheld if the site selected will unreasonably interfere with drainage patterns or archaeological sites, will violate setback requirements, will result in excessive cutting and filling, would be inappropriate for location of on-site sewage disposal systems, or will require excessive removal of native vegetation. Selection of the construction site should take into consideration the sight lines from neighboring properties.

H. The owner of a lot for sale may submit a potential buyer's plans for approval to the Architectural Control Committee. Such approval would survive the change of ownership.

I. Members of the Architectural Control Committee, acting in their representative capacity on behalf of the Committee, shall have the right, exercisable from time to time but only during the construction, reconstruction or alteration of improvements on any lot, or in the course of performing its duties under Article VIII of the Bylaws of the Homeowners Association, to enter upon the lot, together with such professional advisors as they may deem advisable, to determine if the provisions of these Restrictive Covenants and the Architectural Control Rules are being adhered to. The Architectural Control Committee shall use reasonable efforts to notify the lot owner at least 24 hours in advance of its intent to enter upon the property for the aforesaid purposes and, in instances where the home owner is residing on the subject lot, shall use reasonable efforts to schedule a time convenient to the Architectural Control Committee and the lot owner for doing so. After each inspection, the Architectural Control Committee shall notify the lot owner that an inspection has been performed and of any deficiencies or violations noted.

J. The Architectural Control Committee has heretofore adopted Architectural Control Rules relating to the design and construction of improvements within the community. Such Rules may, from

time to time, be amended or otherwise revised in accordance with Section 1 E hereof. Any breach or violation of the Architectural Control Rules, as from time to time in effect, shall constitute a breach or violation of these Restrictive Covenants, affording the Homeowners Association all rights and remedies afforded in Articles VI and VIII of the Bylaws of the Homeowners Association, same being incorporated by this reference herein for all purposes.

K. Notwithstanding anything to the contrary contained in or inferable from these Restrictive Covenants or the Architectural Control Rules, the Architectural Control Committee shall have the sole, exclusive right, power, authority and discretion to grant, at any time or times, and with or without conditions, such minor variances to the design and construction requirements, standards and guidelines as contained herein and therein as the Architectural Control Committee may deem appropriate provided that the appearance and size of the resulting structure will be generally consistent with the structures currently existing in the community. Variances may be granted prospectively or retroactively but shall be legally effective only if evidenced in writing, executed by member of the Architectural Control Committee authorized to do so. Accordingly, no variance shall be deemed granted by virtue of any prior action or forbearance of the Architectural Control Committee. A variance granted in one instance shall be applicable only to that instance and shall not form a precedent for the granting of any subsequent variance. Any lot owner aggrieved by the failure of the Architectural Control Committee to issue an acceptable variance may appeal to the Board to do so, in which event the Board shall have the same right, power, authority and discretion as provided herein for the Architectural Control Committee.

7. Homeowners Association Assessments

The Homeowners Association shall have the right and power to assess each lot owner for the purpose of cleaning and

maintaining all properties held by it for the benefit of the said owners of lots in Los Caminitos. This will include a regular assessment which will provide for maintenance and repair of grounds, roads and facilities owned and operated by or for the benefit of the Homeowners Association. The amount of the Homeowners Association assessment will be determined annually by the governing officers of the Association. The amount assessed shall be paid not later than sixty (60) days following the mailing of notice thereof to the owner of each lot. Delivery of said notice shall be made to the last mailing address of the owner provided to the association or if no mailing address has been provided to the address of the owner as shown on the most recent deed of record on file in the office of the County Clerk of Santa Fe County, and if no address is shown, then by posting said notice on the most public portion of said lot. The said Homeowners Association shall have a lien against the lot of any owner to secure the payment of said assessment. Said lien shall be enforceable by the same procedure as provided for enforcement of a materialman's lien. In addition to the Homeowners Association assessment, there will be a fee ("lot transfer fee") payable to the Homeowners Association upon the resale of lots in Los Caminitos Subdivision, said fee will be paid by the new buyer. The amount of the lot transfer fee will be determined from time to time by the governing officers of the Association. Lot owners who have not timely paid their annual assessment fee or lot transfer fee or special assessments levied for violations of the constraints imposed by the Architectural Control Committee may be subject to a lien against the lot for such fees or special assessments assessed against the lot owner and shall not be eligible to vote.

8. Water Conservation

All lot owners and occupants shall utilize reasonable water saving techniques, shall refrain from excessive water use and waste and shall install totalizing water meters on their wells. In

connection with initial construction or the replacement of appliances and fixtures, if upgraded water saving devices are commercially available and reasonably conform to the needs of the lot owner, same shall be installed and utilized

History of the Covenants

Declaration of Restrictive Covenants for Los Caminitos Subdivision was filed in the records of Santa Fe County, New Mexico December 18, 1979 as Document No. 451,045 in Book 392, pages 047-057.

Los Caminitos Subdivision Restrictive Covenants – Phase II was filed in the records of Santa Fe County, New Mexico June 2, 1981 as Document No. 479,591 in Book 421, pages 743-754.

Los Caminitos Subdivision Restrictive Covenants, executed on July 20, 1982 was filed in the records of Santa Fe County, New Mexico October 23, 1990 as Document No. 720,578 in Book 697, pages 809-813.

Los Caminitos Subdivision Restrictive Covenants, adopted by the membership on December 31, 2004 as provided in Section 2, Duration, of the original Restrictive Covenants, was filed in the records of Santa Fe County, New Mexico April 27, 2005 as Document No. 1377267.

Amended and Restated Restrictive Covenants of Los Caminitos Subdivision, adopted by the membership August 22, 2009 by affirmative vote of 80% of the total membership voting in person and by proxy, was filed in the records of Santa Fe County, New Mexico September 30, 2009 as Document No. 1578795.

Los Caminitos Subdivision Amended and Restated Restrictive Covenants, effective August 21, 2010, approved by an affirmative vote of 89.74% of the total membership voting in person and by proxy, was filed in the records of Santa Fe County, New Mexico,

June 6, 2011 as Document No. 1636662.

Lots 74- A, B, C and D Covenants

This declaration, made in Santa Fe, New Mexico, this 24th day of August, 1992, by Robert Redford (hereinafter for convenience referred to as the “Owner”) and,

Witnessed that:

Whereas, Robert Redford is the owner of real property in Santa Fe County, New Mexico, which property includes Lots 74-A containing 22.6 acres, more or less; 74-B containing 21.8 acres more or less; 74-C containing 29.8 acres more or less; and 74-D containing 30.4 acres, more or less, according to the Plat of Survey for Robert Redford (hereinafter referred to as “Plat”); and

Whereas, the Owner desires to provide certain water conserving covenants and measures to preserve and maintain the single-family residential character and value of the property; and

Whereas, the Owner desires and intends that the owners, tenants, mortgagees, occupants and other persons hereinafter acquiring any interest in lots 74-A, 74-B, 74-C, and 74-D shall at all times enjoy the benefits of, and shall hold their interests, subject to the rights and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan for the proper and beneficial use of the property.

Now therefore, the Owner declares, covenants, and agrees as follows:

Article I

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is legally described as includes Lot 74-A containing 22.6 acres, more or less; 74-B containing 21.8 acres more or less; 74-C containing 29.8 acres more or less; and 74-D containing 30.4 acres, more or less, in Section 18, Township 18 North, Range 10 East, N. M. P. M., Santa Fe County, New Mexico, according to the Plat of Survey for Robert Redford by Richard E. Smith, N. M. L. E. #5837, dated August 13, 1992, recorded September 11, 1992, under reception No. 786,180, Plat Book 239, Page 043, in the records of Santa Fe County, New Mexico.

Article II

Water Restrictive Covenants

The following water restrictive covenants shall apply to the use and occupancy of Lots 74-A, 74-B, 74-C, and 74-D:

- a. Domestic water use is restricted to .452 acre feet per year for Lot 74-A; .436 acre feet per year for Lot 74-B; .596 acre feet per year for Lot 74-C; and .608 acre feet per year for Lot 74-D as required by Santa Fe County Land Development Code.

Article III

General Provisions

- 3.1 *Duration; Covenants Running with the Land.* The covenants of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, the respective legal representatives, heirs, successors and assigns.

- 3.2 *Enforcement.* Enforcement of these covenants and restrictions shall be by any owner in any proceeding at law and/or in equity against any person or persons violating or attempting to violate and covenant or restriction to restrain violation. Any failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an owner prevails in any action against any other owner, tenant or occupant hereunder to enforce any provision hereof, the prevailing owner shall be entitled to recover from such other owner, tenant, or occupant his costs and reasonable attorney's fees.
- 3.3 *Severability.* The invalidity or unenforceability of any covenant, restriction, terms or other provision hereof by a court of competent jurisdiction shall not impair or adversely affect the validity or unenforceability of any other covenant, restriction, term or provision hereof, which shall be and remain valid and enforceable to the fullest extent permitted by law.
- 3.4 *Metering Requirement.* A purchaser of a tract subject to this declaration shall install a meter, approved by the Santa Fe County Land Use Administrator, prior to issuance of a Santa Fe County Development permit and shall report on an annual bases to the Santa Fe County Land Use Administrator at the beginning and at the end of the calendar year.
- 3.5 *Miscellaneous.* This Declaration shall be governed and interpreted by the law of the State of New Mexico. This Declaration shall be binding upon each lot owner, his successors and assigns.

In witness whereof, the Owner has caused this Declaration to be signed as of the date first above written.

History of Lots 74- A, B, C and D Covenants

Declaration of Covenants and Restrictions for Lot 74-A, 74-B, 74-C, 74-D, executed on September 1, 1992, was filed in the records of Santa Fe County, New Mexico September 11, 1992 as Document No. 786,181 in Book 849, pages 801-806

Declaration of Covenants and Restrictions for Lot 74-A, 74-B, 74-C, 74-D, were modified by unanimous consent of lot owners. Subsections b, c, d, e, f, and g of Article II were deleted. The documents were filed in the records of Santa Fe County, New Mexico April 2, 2001 in Book 1881, pages 302-306.