

**RODEO ROAD ESTATES
SANTA FE COUNTY NEW MEXICO**

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

1869062

WHEREAS, STADEVCO, a limited partnership, is the owner of all of the following described lots lying, situate and being in the County of Santa Fe, State of New Mexico, within that certain subdivision shown upon a plat entitled "RODEO ROAD ESTATES, SANTA FE COUNTY, NEW MEXICO," which said plat was filed in the office of the County Clerk of Santa Fe County, New Mexico on 7/16/0, 2001, as Instrument No. 1147-026

Lots 1 thru 7 both inclusive.

WHEREAS, the said Owner, for the mutual benefit and enjoyment of prospective purchasers of said lots, desire to place thereon the following restrictions and protective covenants respecting the use and occupancy thereof,

NOW THEREFORE, said STADEVCO, a limited partnership, hereby declares that the following restrictions and protective covenants shall apply to all of the hereinbefore described lots in said subdivision, and shall be included by reference in all deeds thereto.

ARTICLE I

All of the above lots hereinbefore described shall be shown as residential lots, and shall be used for the accommodation of single family purposes.

- A. Home occupations may be permitted if in compliance with County regulations as modified by Article II, Par. 10.

ARTICLE II

The following restrictions and protective covenants shall be applicable to all lots hereinbefore designated, to wit:

Paragraph 1: Covenants, Committee Powers and Duties: No building, patio wall, fence structure or improvements shall be erected, placed, or altered on any lot until the building plans, specifications and plat showing the location of such building ro improvements shall be approved in writing by all three members of the Board of Directors.

Paragraph 1A: In the case of death or refusal to further act of any member of the Board of Directors, the remaining member or members shall have the authority to designate a successor. If the aforesaid committee or its authorized representative fails to approve or disapprove such plans, specifications and plat within thirty (30) days after the same have been submitted to it, such approval will not be required. Neither the membership of said committee or its authorized

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representative shall be entitled to any compensation for services performed pursuant to this covenant. Said Board shall act and serve as long as restrictive covenants are in force.

Paragraph 1B: Should all three (3) Board members not agree on Proposed Work (Par. 1), five (5) owners will be selected from those not involved in the controversial issue. Majority vote of the five (5) will decide the issue and their decision is final.

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Paragraph 2: Building Type and Style: In order to achieve architectural integrity and continuity over the entire Subdivision, it is imperative the Board of the Home Owner's Association (HOA) review all plans for new construction, additions and remodeling.

No manufactured or panelized homes will be permitted. The architectural style on all lots will be pueblo, modified pueblo as generally defined in the Santa Fe area or one-story territorial.

A combination of flat roof overhangs and pueblo style will be permitted where the overhang is desirable for solar gain or to eliminate canales on the north side.

Metal or tile roofs may be permitted if height restrictions followed.

Maximum height to top parapet or ridge: 24' above finish floor.

All parties understand there is no intent to restrict the selection of construction materials or techniques except as regard to the finished appearance.

Paragraph 2A: A licensed building contractor must be used for all new construction, remodeling and additions. Absolutely no owners may build their own homes unless they have had prior residential construction experience and a-1 three (3) of the Architectural Review Committee approve the plans and the owner not using a licensed general contractor. All plumbing, heating, electrical work and roofing must be done by a licensed sub-contractor.

Only the following El Rey stucco colors, or their equivalent, will be permitted.

| | |
|-------------------|------------------|
| 102 - Cameo | 108 - Kokanee |
| 111 - Driftwood | 103 - Sand |
| 106 - Buckskin | 117 - Fawn |
| 122 - Straw | 119 - Palomino |
| 118 - Suede | 116 - Adobe |
| 125 - La Luz | 105 - Beige |
| 114 - Desert Rose | 115 - Cottonwood |

Paragraph 2B: Outbuilding: All lots

Two structures in addition to main residence will be permitted. Any building over two hundred (200) square feet must be architecturally compatible with the main house and stuccoed

to match and must be constructed of new material. No used or previously erected (moveable) panels or structures shall be used for any building, garage or storage shed.

Buildings less than two hundred (200) square feet must be screened from neighbor's views, painted, or stuccoed to match the house color. No prefabricated storage sheds will be permitted. These structures may not be rented or used as a permanent residence.

Paragraph 2C: A double garage must be provided.

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Paragraph 3: Setback Requirements and Building Permits: A building permit shall be secured for any improvements, addition, remodeling, walls or patios.

Setback Lines

| <u>LOT</u> | <u>Front</u> | <u>Rear</u> | <u>Side</u> | |
|------------|--------------|-------------|-------------|--|
| 1 | 50' | 40' | 30' | Patio Walls and fences may extend to property lines providing a Paragraph 12 is followed |
| 2 | 50' | 50' | 40' | |
| 3 | 50' | 50' | 30' | |
| 4 | 50' | 30' | 30' | |
| 5 | 40' | 50' | 30' | East Side adjacent to Conservation Easement |
| 6 | 50' | 50' | 35' | |
| 7 | 50' | 30' | 10' | |
| | | | North Side | |

Paragraph 4: Landscaping: No portion of any lot or plot of land between the street line and the main residence shall be used for planting or growing of garden vegetables and all front yard landscaping (i.e. shrubs, lawns, trees, flowers) shall be kept and maintained by the owner in good husband-like manner.

The lot owner must budget in his building cost or contract price the amount of sixty cents (60) per square feet of heated area. This allowance is to be used in front and side yards. The developer recommends Southwest style landscaping (drought resistant trees and shrubs) native grasses, gravel, etc. A maximum of one thousand (1,000) square feet of lawn area is permitted preferably within patio walls as well as an additional five hundred (500) square feet of flower beds and/or vegetable gardens. Major trees are encouraged providing drip irrigation is used for six (6) or more trees.

This work is to be completed ninety (90) days after occupancy or contractor/developer reserves the right to complete the work to be paid by the owner.

Paragraph 4A: Landscape Timbers. Old or new asphalt impregnated railroad ties are strictly prohibited. Green, grey or natural timbers are permitted.

Paragraph 4B: Water Conservation. The developer, Santa Fe County, and all members of the HOA encourage water conservation primarily through the use of drip irrigation and watering when wind and temperatures are lower (early morning and evenings).

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Installation of low flow fixtures and water conservation appliances is mandatory.

Paragraph 5: Noxious or offensive activity: No noxious 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 or other properties in close proximity.

Paragraph 6: Drainage Retention: All lots.

All water runoff from roof and paved areas shall be retained on the site by impoundment in walled patios, rear yards or landscaped areas. Other runoff, from the unpaved areas and roads shall be retained as required by the County of Santa Fe.

Paragraph 7: Trailers, Mobile Homes, etc.: No trailer, mobile home, tent trailer, travel trailer, tent, garage shop, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Said named items may be stored on the property but must be screened from adjoining property owner's view and cannot be stored between the front building setback line and the street.

Paragraph 8: Minimum Size Buildings: No dwelling less than fourteen hundred (1,400) square feet of heated area may be constructed on any lot.

Paragraph 9: Utilities and Easements: The lots hereinbefore described are subject to utility easements as shown on the recorded plat, which easements may also be used for drainage purposes. No obstructions shall be placed in or across said easements without providing for proper drainage of surface waters from adjacent lots.

Paragraph 10: Commercial Activity: All commercial activity is prohibited except for home occupations as defined in the Santa Fe County Land Use Ordinance No. 1982-8, subject to changes as follows:

- (A) Not more than one person other than family members residing on the premises shall be regularly engaged in such occupation.
- (B) There shall be no change in the outside appearance of the building or premises, nor other visible evidence of conduct of such home occupation, except for one non-illuminated nameplate sign not over two feet square to be placed at least fifty feet (50') from center of main road.

- (C) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes of its occupants, and not more than 30% of the floor area of the dwelling and enclosed garage shall be used in the conduct of the home occupation. (3.2.2) 1869066
- (D) Parking for an employee, customers or clients shall be provided off the street. (3.2.4)
- (E) No vehicles or motorized equipment may be serviced or repaired in the front yards or driveways. No dance, exercise, or karate classes or nursery schools are permitted.
- (F) SALE OF GOODS:
Activities as painting, pottery, wood working, weaving, furniture making and repair are permissible subject to the above provisions providing there is no noise, smoke or odors noticeable by the closest neighbors.
- (G) The business or home occupation must be licensed as required by law and provisions for county enforcement and penalty are not changed.

Paragraph 11: Signs and Billboards: No billboards or other advertising signs will be erected or placed on any lot or plot in said tract; no more than one (1) "For Sale, For Lease, or For Rent" sign shall be displayed upon any single lot or plot, and such sign shall not be larger than eighteen inches (18") by twenty-four inches (24"); provided, however, that during the development and sale of lots and homes in said tract or that adjoining tract, the original subdividers, or their agents or assigns, may erect and display one or more larger signs as they may determine.

Paragraph 12: Fences and Walls: No fences, walls or other enclosures (hedges excluded) shall be permitted or allowed to remain on any residential lot between the street and front building line unless approved by Architectural Committee.

Cedar wood fences and masonry walls up to six (6) feet in height will be permitted on all sides and in the rear of the property (setback distances do not apply). Masonry or adobe walls shall be stuccoed to match the house color. A chain link fence up to one hundred feet (100') in length attached to the rear of the house may be approved to provide an enclosure for pets or a vegetable/flower garden. Screening by vines, climbing roses, shrubs, etc., is encouraged. No portion of the chain link fence may be installed on common property lines.

Paragraph 13: Solar Collectors and Evaporative Coolers: These will not be allowed on the roof or above the roof line. Screening will be required.

Paragraph 14: Service Yards and Trash: All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring tracts and streets.

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All rubbish, trash, dead weeds, etc., shall be removed from all tracts and shall not be allowed to accumulate.

All weeds over twelve inches (12") high must be cut, pulled, mulched or eradicated from all front and side yards.

Inoperative vehicles or motorized equipment must be repaired or removed from the premises in forty-five (45) days.

Repairing and servicing of such equipment IS NOT PERMITTED between the residence and street. Such work may be done in side and rear yards if screened from neighbors' view.

Paragraph 15: Antennae: No radio or television antenna shall be installed on the roof or higher than the roof line.

Paragraph 16: Mail Boxes or Newspaper Tubes: Mail boxes or newspaper tubes will be prohibited unless the design, color and height are approved by the aforementioned committee.

Paragraph 17: Microwave or Dish Antennas: These shall not be permitted on any roof or in the front or side yard visible from the street. They must be screened from view or any other lot.

Paragraph 18: Exterior Lighting: All exterior lights and light standards on residential tracts shall be approved by the Architectural Committee for harmonious development and the prevention of lighting nuisances to others.

Paragraph 19: Animals and Pets: No lot or plot or building between thereon in said subdivision shall be used for the keeping or breeding of animals or creatures of any kind for commercial purposes, but such birds or household pets may be kept for the pleasure of the occupants of the premises where kept, and then only shall it be permissible to keep ordinary or usual species under conditions not constituting a nuisance or otherwise objectionable to other residents in the subdivision; and all yards, pens and outbuildings used in connection with the keeping of such birds and household pets shall be located only on the rear half of the respective lots, and shall be adequately screened from the street and be at all times kept and maintained in a clean and sanitary condition.

Paragraph 19A: Horse Stables: a stable and not over two (2) horses may be permitted on Lots Five (5) , Six (6) and Seven (7) if county regulations are followed regarding distance to the closest dwelling. If approved, an annual permit will be issued by the Association which can be revoked at any time should odors or flies become objectionable.

Paragraph 20: Mechanical Variance: A ten inch (10") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from setback lines.

ARTICLE III

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CONSERVATION EASEMENT

These areas are shown on the recorded plat extending from Rodeo Road to the south R/W of Tierra Rica with reasonable maintenance the responsibility of the HOA.

- (1) No trees over three feet (3') in diameter may be cut, removed, or transplanted without consent of the HOA Executive Committee.
- (2) The HOA will contract for periodic maintenance of the "Conservation Easement" for removal of trash, paper, weeds and debris.
- (3) No debris, weeds, grass clippings may be deposited in the main drainage channel or side channels. Children should not play in the channel, particularly during threatening weather.
- (4) No building structure or storage shed of any kind or size will be allowed in the "Conservation Easement".

ARTICLE IV

DUES

The initial monthly dues for each lot owner will be \$30.00 which will be used for maintenance of planting at the entrance from Rodeo Road and the removal of trash, branches and debris from the channel in the conservation easement.

Cleaning of all drainage and impoundment areas will be done as necessary.

About fifty percent (50%) of the dues should be held in reserve until road maintenance is needed.

TRASH REMOVAL

Private contractors serve residents in this area and the lot owner can either use their services or dispose of their own trash and garbage if removed to an approved county dump weekly. Residents are responsible for any costs incurred for this trash removal service.

ARTICLE V
SEPTIC SYSTEMS

The septic tank and drainage field should be inspected by a qualified person every two years and cleaned so that no effluent reaches the surface. 1869069

Should the system not be maintained causing objectionable odors, the Board of Directors will contract for the necessary work, bill the lot owner and if not paid, place a lien on the property.

ARTICLE VI

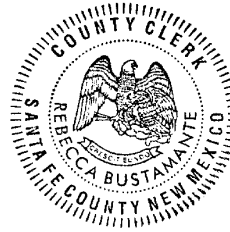
The restrictions and protective covenants herein specified shall attach to all the lots and tracts in said subdivision to which they are made applicable by the provision hereof, and shall be covenants running with the land and be binding on the parties hereto and all persons claiming under them until 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of five (5) of the seven (7) of the then record owners of all lots it is agreed to change said covenants in whole or in part.

ARTICLE VII

If the owner or owners of any lot or tract of land of which these covenants are made applicable, or the agent, assign or representative of any such owner or owners, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any of the real property situate in the subdivision to which these covenants, or any of them are applicable, to prosecute any proceedings at law or in equity, including injunctive relief, against the person or persons violating or attempting to violate any such restrictions or covenants, and either prevent him or them from so doing or to recover damages or other dues from such violation.

1147-627

COUNTY OF SANTA FE) 68
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for
record on the _____ day of _____ A.D.
20 01 at 10:59 AM and
was duly recorded in Book 1802 page
070 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.
Rebecca Bustamante
Deputy



ARTICLE VIII

The invalidation of any one of these covenants by judgment of Court Order in no way affect any of the other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, STADEVCO, a limited partnership, the owners in fee of all the lands described and subdivided as RODEO ROAD ESTATES, has executed this instrument this 3RD day of MARCH, 2001.

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STADEVCO, a limited partnership.

By: Allen Stamm
Allen Stamm, General Partner

By: C. L. Brown
C. L. Brown, General Partner

NOTE: A non-profit "Home Owner's Association" is being formed and has been registered with the New Mexico Corporation Commission JANUARY 17, 2001

The "Articles of Incorporation" define the "Powers and Memberships" of the HOA.

Should there be any conflict in or duplication of the covenants, the provisions of the "By-Laws" will take precedence.

CERTIFICATE OF SERVICE

SUBSCRIBED AND SWORN TO before me this 3rd day of March, 2001 by Allen Stamm, General Partner.

Elizabeth Montano
Notary Public

My Commission Expires:
4/19/2004

SUBSCRIBED AND SWORN TO before me this 3rd day of March, 2001 by, and C. L. Brown, General Partner

Elizabeth Montano
Notary Public

My Commission Expires:
4/19/2004