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

**AMENDED AND RESTATED
PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

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THE UNDERSIGNED, ALLEN STAMM, a married man as his separate property, is the owner of Lots 101 (a/k/a Lot 1), 103 (a/k/a Lot 2), and 107 (a/k/a Lot 4) Lot 109 (a/k/a Lot 5) Lot 111 (a/k/a Lot 6) and Lot 113 (a/k/a Lot 7) and WALTON CHAPMAN BUILDERS COMPANY, a New Mexico corporation, is the owner of Lot 105 (a/k/a Lot 3) 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 March 6, 2001, as Instrument No. 1147-626:

Lots 1 thru 7 both inclusive.

On or about March 6, 2001, Protective Covenants and Building Restrictions ("the Covenants") were filed in the office of the of Clerk Santa Fe County, New Mexico, in Book 1869, Pages 062-070, relating to the Property described above. The Owner desires to Amend and Restate the Covenants in order to correct minor errors and otherwise improve the Covenants.

Owner has filed Articles of Incorporation ("Articles") and Bylaws ("Bylaws") for Rodeo Road Estates Homeowners' Association ("Association"), with the New Mexico Public Regulation Commission, which Articles and Bylaws are intended to act as the governing instruments for the Association, which shall govern all property subject to the Covenants.

NOW THEREFORE, said Owner hereby declares that the Original Covenants are replaced and supplanted in their entirety by the following restrictions and protective covenants which shall apply to all of the property described above and shall be included by reference in all deeds relating to the said property.

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 subject to the terms of Article II, Par. 10, of these Covenants.

ARTICLE II

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

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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 or improvements shall be approved in writing by all three members of the Board of Directors of Rodeo Road Estates Homeowners Association ("Board").

Paragraph 1 A: In the case of death or refusal to further act of any member of the Board, 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 nor its authorized 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) owners will decide the issue and their decision is final.

Paragraph 2: Building Type and Style: In order to achieve architectural integrity and continuity over the entire Subdivision, it is imperative the Board 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 are followed.

Maximum height to top of parapet or ridge: 24 feet 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 the Board approves (1) the plans and (2) 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	LaLuz	105	Beige
114	Desert Rose	115	Cottonwood

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Paragraph 2B: Outbuilding: All lots

Two structures in addition to a 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. No additional structure may be rented or used as a permanent residence.

Paragraph 2C: A double garage must be provided.

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

The following minimum setback lines shall apply with respect to the lots indicated:

<u>Lot</u>	<u>Front</u>	<u>Rear</u>
1	50'	40'
2	50'	50'
3	50'	50'
4	50'	50'
5	40'	50'
6	50'	50'
7	50'	30'

There shall be a minimum setback of ten (10) feet from all side lot lines, subject to the additional requirement that there shall be a minimum distance of fifty (50) feet between residences. The first owner in time to construct a residence up to the ten (10) foot side yard setback shall prevail with respect to any disagreement as to which party has prior rights to the area within the designated setback. By way of illustration, if the owner of lot 1 builds a residence within ten (10) feet of the eastern boundary of lot 1, the owner of lot 2 shall be subject to a forty (40) foot side

yard setback along the western boundary of lot 2, in order to provide for a minimum distance of fifty (50) feet between residences.

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Patio walls and fences may extend to property lines provided that the provisions of Article II, Paragraph 12 are followed.

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.

Each lot owner must budget in his building cost or contract price and spend the amount of sixty cents (60) per square feet of heated area, to be used for landscaping 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 or vegetable gardens. Major trees are encouraged providing drip irrigation is used for six (6) or more trees.

Landscaping shall be completed within one hundred eighty (180) days after occupancy or Owner or the Board shall have the right to complete the work, which shall be paid for by the lot 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 Owner, Santa Fe County, and all members of the Association encourage water conservation primarily through the use of drip irrigation and watering when wind and temperatures are lower (early morning and evenings).

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 water runoff on all lots 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

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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)
- (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) Activities such as painting, pottery making, wood working, weaving, furniture making and repair are permissible subject to the provisions stated herein that there is no noise, smoke or odor 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 Owner, or his 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.

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 within forty-five (45) days after notice is given to an owner by any other lot owner or the Board. 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: Microwave or dish antennas shall not be permitted on any roof or in the front or side yard visible from the street. Small satellite receiver dishes may be installed on roofs or on the side of residences, provided that they are not prominently visible from the street or by the nearest neighbor.

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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

CONSERVATION EASEMENT

These areas are shown on the recorded plat extending from Rodeo Road to the south right-of-way of Tierra Rica with reasonable maintenance the responsibility of the Association.

- (1) No trees over three feet (3*) in diameter may be cut, removed, or transplanted without consent of the Board.
- (2) The Association 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".

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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 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.

Approximately 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.

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. Covenants may be amended by vote of five of the seven lot owners, provided that amendments strengthen, and do not weaken, the covenants contained in this document.

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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.


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. If there is any conflict between the provisions of the Articles, Bylaws and these Covenants, the provisions of the Bylaws shall prevail, except with respect to definition of "Powers and Memberships", which shall be governed by the provisions of the Articles.

IN WITNESS WHEREOF, the owners in fee of all the lands described and subdivided as RODEO ROAD ESTATES, have executed this instrument this 11 day of July, 2002.


Allen Stamm

WALTON CHAPMAN BUILDERS COMPANY

By 
G. Walton Chapman
Chairman of the Board

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me on July 11, 2002, by Allen Stamm.



OFFICIAL SEAL
Diana Pollard
NOTARY PUBLIC
STATE OF NEW MEXICO

[Signature]
Notary Public

My commission expires: 4/21/06

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STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

ss.

The foregoing instrument was acknowledged before me on July 11, 2002, by G. Walton Chapman, Chairman of the Board of Walton Chapman Builders Company, a New Mexico corporation, on behalf of said corporation.

[Signature]
Notary Public

My commission expires:



OFFICIAL SEAL
Diana Pollard
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 4/21/06



1214-690
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THE 11th DAY OF July, A.D.
2002 AT 10:00 O'CLOCK AM
AND WAS DULY RECORDED IN BOOK 2765
PAGE 481-482 OF THE RECORDS OF
SANTA FE COUNTY
WITNESS MY HAND AND SEAL OF OFFICE
REBECCA BUSTAMANTE
COUNTY CLERK, SANTA FE COUNTY, N.M.
[Signature] DEPUTY

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