

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LOS ALTOS SUBDIVISION**

1728950

TABLE OF CONTENTS

		PAGE
RECITALS		1
DECLARATION		2
ARTICLE I	PURPOSE OF SUBDIVISION	2
ARTICLE II	DEFINITIONS	3
	Section 2.01: Architectural Approval	3
	Section 2.02: Association or Homeowners Association	3
	Section 2.03: Board or Board of Directors	3
	Section 2.04: Common Area	3
	Section 2.05: Declarant	4
	Section 2.06: EPCBA	4
	Section 2.07: Estancia Primera PRC Ordinance	4
	Section 2.08: Fiscal Year	4
	Section 2.09: House	4
	Section 2.10: Lot	4
	Section 2.11: Master Declaration	4
	Section 2.12: Member	5
	Section 2.13: Owner	5
	Section 2.14: Settlement Agreement	5
	Section 2.15: Structure	5
	Section 2.16: Subdivision	5
	Section 2.17: Subdivision Restrictions	5
	Section 2.18: Subdivision Rules	6
ARTICLE III	AFFIRMATION	6
	Section 3.01: Terms and Conditions of Ordinance Binding Upon Subdivision	6
	Section 3.02: Terms and Conditions of Master Declaration Binding Upon Subdivision	6
ARTICLE IV	PERMITTED AND PROHIBITED USES OF PROPERTY	7
	Section 4.01: Permitted Uses of Property Within the Subdivision.....	7

A.	Single Family Residential Use	7
B.	Permitted Structures & Facilities	7
C.	Approval of Plans	8
D.	Zoning Ordinances & Regulations	8
E.	Security	8
		1728951
Section 4.02: Prohibited Uses of Subdivision		8
A.	Limitations on Structures	8
B.	Setbacks and Maximum Lot Coverage	8
C.	Rentals	8
D.	Height Restrictions; Approval Procedures	8
E.	Building Envelope	10
F.	Native Growth	10
G.	Wells	10
H.	Fences and Walls	10
I.	Leases	10
J.	Commercial Activities	11
K.	Agricultural Activities; Gardens	11
L.	Animals & Livestock	11
M.	Mobile Homes	12
N.	Vehicles	12
O.	Recreational Vehicles; Stored Items	12
P.	Occupancy of Unfinished Structures Prohibited	13
Q.	Building Materials	13
R.	Refuse	13
S.	Fires	13
T.	Signs	14
U.	Residential Character; Nuisances	14
V.	Storage Tanks	15
W.	Mining	15
X.	Antennas	15
Y.	Wind-Driven Machinery	15
Z.	Other Mechanical Devices	15
AA.	Energy Conservation Systems	16
BB.	Hunting	16
CC.	Window Opening	16
DD.	Height of Shrubs, Hedges, Trees and Landscaping	16
EE.	Rate of Insurance Increase	17
FF.	Waiver of Provisions	17
GG.	Lot 10 Access	17
HH.	Archeological Easements and Restrictions	17

Section 4.03:	Common Area; Use; Restrictions.....	17
A.	Subdivision Rules	18
B.	Restrictions on Common Area	18
C.	Landscaping	18
D.	Access	18
E.	Dedication to Governmental Body	19
F.	Costs of Maintenance	19
		1729952
ARTICLE V.	ARCHITECTURAL APPROVAL	19
Section 5.01:	When Required	19
A.	Authorizing Body	19
B.	Required Plans and Their Submissions	19
C.	Review Process	20
D.	Record	22
E.	No Liability for Approval Errors	22
Section 5.02:	Approval Standards	23
A.	Requirements for Structures	23
B.	Construction of House First	23
C.	Architectural Style	23
D.	Utilities	24
E.	Exterior Lighting	24
F.	Auxiliary Structures	24
G.	Zoning; Building Regulations	25
H.	Topography & Natural Vegetation	25
I.	Sidewalks	26
Section 5.03:	Variences	26
Section 5.04:	Inspection & Approval of Completed Work	27
ARTICLE VI.	ARCHITECTURAL CONTROL COMMITTEE	27
Section 6.01:	Membership; Qualifications	27
Section 6.02:	Duties and Powers	28
Section 6.03:	Fees	28
Section 6.04:	Deposit	29
Section 6.05:	Proof of Financial Ability	29
ARTICLE VII.	CONSTRUCTION	30

Section 7.01:	Commencement	30
Section 7.02:	Prior Approval Required.....	30
Section 7.03:	Specific Requirements	31
	1728953	
A.	Sideralis	31
B.	Grading Restrictions	31
C.	Notice of Grading Permit Applications	31
D.	Equipment Overlay District	31
E.	Archeological Easements Clearance	32
F.	Sanitary Sewer Grinder Pumps Required.....	32
G.	Underground Cisterns Required	32
ARTICLE VII.	MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS	32
Section 8.01:	Membership	32
Section 8.02:	Classes of Membership.....	33
Section 8.03:	Voting Rights	33
Section 8.04:	Voting Rates	34
ARTICLE IX.	ORGANIZATION, POWERS AND DUTIES OF THE ASSOCIATION	34
Section 9.01:	Organization	34
A.	Non-Profit Corporation	34
B.	Unincorporated Association as Successor.....	34
C.	Certificate of Identity of Board.....	35
D.	Board of Directors; Qualifications.....	35
E.	Initial Board	35
F.	Representative on EPC&A Architectural Review Board	35
Section 9.02:	Powers and Authority of the Association.....	36
A.	Majority Vote of Members Required.....	36
B.	Subdivision Resolutions	37
C.	Capital Improvements	38
D.	Common Area	39
E.	Management of Subdivision.....	40
F.	Taxes & Assessments	40
G.	Maintenance of Actions	40
H.	Maintenance of Individual Lots & Structures.....	40
I.	Settlement Agreement	41

ARTICLE X.	FUNDS, ASSESSMENTS AND DELINQUENCY	41
Section 10.01:	Creation of Lien	41
Section 10.02:	Operating Fund	41
Section 10.03:	Initial Assessments	42
Section 10.04:	Maintenance Assessment	43
		1728954
A.	Determination	43
B.	Further Assessment	43
C.	Payment	44
D.	Limitations	44
E.	Annual Increase	44
Section 10.05:	Delinquency Assessment	44
Section 10.06:	Assessments for Capital Improvements and Indebtedness	45
Section 10.07:	EPCRA Assessments	45
Section 10.08:	Reserves as Trust Funds	45
Section 10.09:	Delinquency	45
Section 10.10:	Notice of Lien	46
Section 10.11:	Foreclosure Sale	47
Section 10.12:	Curing a Default	47
Section 10.13:	Cumulative Remedies	47
Section 10.14:	Certificate of Payment	48
ARTICLE XI.	DUTIES AND RESPONSIBILITIES OF OWNERS	48
Section 11.01:	Owner's Responsibility to Repair	48
Section 11.02:	Joint Maintenance by Owners	48
A.	Party Walls	48
B.	Cost Sharing	48
C.	Contribution	49
D.	Arbitration of Disputes	49
Section 11.03:	Maintenance of Landscaping	49
Section 11.04:	Observance of Subdivision Restrictions and Rules	49
Section 11.05:	Maintenance of Drainage Structures	49
Section 11.06:	Rights of Action	50
ARTICLE XII.	WATER CONSERVATION AND LEGAL LIMITATIONS ON WATER USE	50
Section 12.01:	Water Conservation	50

ARTICLE XIII.	NOTICES; DOCUMENTS; DELIVERY	51
ARTICLE XIV.	TRANSFER OF COMMON AREA; RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY	61
	1728953	
Section 14.01:	Transfer Within One Year	51
ARTICLE XV.	NO REUBDIVISION, CONSOLIDATION; REZONING	53
Section 15.01:	No Reubdivision	53
Section 15.02:	Limitation on Lot Consolidations	53
Section 15.03:	Only PRC Zoning	53
Section 15.04:	Exception	53
ARTICLE XVI.	GENERAL PROVISIONS	53
Section 16.01:	Violation of Subdivision Restrictions; Abatement	53
Section 16.02:	Remedies Cumulative	54
Section 16.03:	No Waiver	54
Section 16.04:	Severability	54
Section 16.05:	Amendment of Restrictions	54
Section 16.06:	Annexation of Additional Property	55
Section 16.07:	Blanket Easement for Utilities	55
Section 16.08:	Notice of Mortgage to Association	58
Section 16.09:	Rights of Mortgagee	58
Section 16.10:	Liberal Construction	57
Section 16.11:	Singular & Plural; Masculine & Feminine	57
Section 16.12:	Headings	57
Section 16.13:	Applicable Law	57
Section 16.14:	Duration of Declaration	58

- EXHIBIT A - WATER CONSERVATION REQUIREMENTS LOS ALTOS SUBDIVISION
EXHIBIT B - CISTERN DRAIN DETAIL
EXHIBIT C - DRAINAGE MAINTENANCE PLAN
EXHIBIT D - GRINDER PUMP DETAIL
EXHIBIT E - ORDINANCE NO. 1996-3; SPECIAL MAINTENANCE DISTRICT
EXHIBIT F - EPCSA ARCHITECTURAL GUIDELINES



1103-960

COUNTY OF SANTA FE 133
STATE OF NEW MEXICO
I hereby certify that the foregoing is a true and correct copy of the original as recorded in the County Clerk's Office on this 23rd day of July, 1925.
and was duly recorded in the County Clerk's Office on this 23rd day of July, 1925.
Santa Fe County.

Witness my hand and Seal of Office
County Clerk, Santa Fe County, N.M.
Clayton
Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

LOS ALTOS SUBDIVISION

1728956

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of this ___ day of _____, 1986 by CHARLES DIKER, a married man dealing in his sole and separate property ("Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Santa Fe, State of New Mexico, known as the Los Altos Subdivision and more particularly shown on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), being that certain final Subdivision plat for Los Altos Subdivision dated _____ prepared by C.R. Welbridge & Associates and filed for record in the land records of Santa Fe County, New Mexico on _____, at Book ___, Page ___.

B. Declarant intends to develop the Property as the Los Altos Subdivision in accordance with the Estancia Primera PRC Ordinance adopted by the City of Santa Fe, Santa Fe City Ordinance 1981-3 and the final Subdivision plat, and to sell the subdivided lots to individual owners.

C. Declarant desires to establish a general plan, as set forth in this Declaration, for the development of the Property for itself and for each and every lot and parcel on the Property.

7

DECLARATION

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Declarant declares that the Property, and each and every lot and parcel on it, is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following easements, limitations, reservations, covenants, conditions, servitudes, liens and charges, all of which are declared and agreed to be in furtherance of and pursuant to the establishment of a general plan for the subdivision, improvement, maintenance, and use of lots within the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value of the Property. All of the easements, limitations, restrictions, reservations, covenants, conditions, servitudes, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, and shall be binding on and inure to the benefit of the successors in interest of such parties. All covenants are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

ARTICLE I. PURPOSE OF SUBDIVISION.

In recognition of the natural beauty and high value of the lands within the Property, it is the purpose of this Declaration to protect and preserve these features, to provide for the development, improvement and use of the lots within the Property in harmony with their natural environment as residential sites and to insure, insofar as possible, that each lot shall be developed, improved and used for residential purposes in such a fashion as to cause the least disturbance to and detraction from the natural environment and the

overall appearance of the Property from within and without.

ARTICLE II. DEFINITIONS.

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Unless the context otherwise specifies or requires, the terms defined in this Article II shall have the meanings as defined in this Article for the purposes of this Declaration:

Section 2.01 Architectural Approval shall mean approval of plans and specifications by the Architectural Control Committee appointed by the Los Altos Subdivision Homeowners Association as provided for herein and in the Articles of Incorporation and By-Laws for said Association.

Section 2.02 Association or Homeowners Association shall mean a non-profit corporation to be incorporated by the Declarant concurrently with the recording of this Declaration.

Section 2.03 Board or Board of Directors shall mean the Board of Directors of the Association and the governing body of any predecessor or successor unincorporated association.

Section 2.04 Common Area shall mean certain interests in real property (either a fee simple interest or an easement), including improvements thereon owned or controlled by the Association for the common use and enjoyment of the Association Members. The Common Areas to be owned and/or maintained by the Association are median and landscaped areas adjacent to public streets, major erosion and drainage control facilities (including drainage easements), hiking and jogging trails (including pedestrian easements), major slopes, open space areas, major entry areas, and other areas or facilities which benefit or are designed to be used by all Owners, all as shown on

the final Subdivision plat as it may be amended from time to time.

Section 2.05 Declarant shall mean Charles Dicker, and his successors and assigns. 1728953

Section 2.06 EPCSA shall mean and refer to the Estancia Primera Community Services Association, a New Mexico non-profit corporation.

Section 2.07 Estancia Primera PRC Ordinance shall mean Ordinance 1981-3 adopted by the City of Santa Fe for the Estancia Primera Planned Residential Community and the conditions thereof, recorded in the Clerk's Office for Santa Fe County, New Mexico on April 28, 1981 in Book 410, pages 679-685, as the same may be amended from time to time.

Section 2.08 Fiscal Year shall mean the calendar year, provided, however, a different Fiscal Year may be adopted by the Association in its Bylaws or by Board resolution.

Section 2.09 House shall mean the Structure located on each Lot consisting of a single-family residential dwelling and a guest house, if any.

Section 2.10 Lot shall mean each and every numbered lot sold or established for sale in the Los Altos Subdivision as shown on Exhibit A attached hereto. Lots shall not include property withheld from sale by the Declarant for dedication to the Los Altos Subdivision Homeowners Association.

Section 2.11 Master Declaration shall mean that certain Declaration of Covenants and Restrictions for Estancia Primera Community Services Association, recorded in Book 433, pages 614-660 of the miscellaneous real property records of Santa

Santa Fe County, New Mexico, as amended on August 13, 1994, which amendment was recorded in Book 1119, pages 852-853 of the miscellaneous real property records of Santa Fe County, New Mexico, and as hereafter amended from time to time. 1728960

Section 2.12 Member shall mean either a Class I or Class II member of the Association as set forth in Article VII of this Declaration.

Section 2.13 Owner shall mean the persons or entities, including Declarant, holding the beneficial ownership of the fee of a Lot, and shall not include persons holding only a security interest or a purchaser under a contract of sale. Unless the context otherwise requires, "Owner" shall include the family, invitees, licensees and tenants of any Owner for the purposes of applying the provisions of this Declaration.

Section 2.14 Settlement Agreement shall mean that certain Settlement Agreement between Declarant and EPCSA filed for record in the miscellaneous real property records of Santa Fe County, New Mexico, at Book 1232, Page 687 et al. and re-recorded in Book 1526, page 084.

Section 2.15 Structure shall include, but not be limited to, any building, wall, house, guest house, studio, garage, outbuilding, storage facility, drainage structures (including underground systems), tennis court, athletic facility, recreational facility, fencing, gates, studio, workshop, signs, solar collectors, generators, antennas, transmissions and reception devices for television and radio, or any portions thereof.

Section 2.16 Subdivision shall mean the Property known as the Los Altos Subdivision, as it exists from time to time, as shown on the Final Subdivision Plat for the Los Altos Subdivision recorded as document reception no. 980-062, in Book 345, at

pages 036-039 of the real property records of Santa Fe County, New Mexico.

Section 2.17 Subdivision Restrictions shall mean, with respect to all property within the Subdivision, the limitations, easements, restrictions, covenants and conditions set forth in this Declaration, as this Declaration may be amended from time to time. The term "This Declaration" shall have the same meaning as "Subdivision Restrictions." 1728961

Section 2.18 Subdivision Rules shall mean the rules made by the Board pursuant to the authority granted by the Subdivision Restrictions from time to time in effect.

ARTICLE III. AFFIRMATION.

Section 3.01 Terms and Conditions of Ordinance Binding Upon Subdivision. Declarant affirms and declares that all of the terms, conditions, and restrictions contained in that certain "Conditions of Ordinance 1981-3 Estancia Prieta PRC," filed for record in the office of the County Clerk, Santa Fe County, New Mexico, on April 26, 1981, at Book 41B, Pages 679-685, as the same may be amended from time to time, shall apply to the Subdivision and all Lots.

Section 3.02 Terms and Conditions of Master Declaration Binding Upon Subdivision. Declarant (i) consents to, ratifies and confirms the (a) August 13, 1994 vote of (in excess of seventy-five percent (75%) of a quorum of the owners of EPCSA to annex the Subdivision to the Master Declaration, and (b) the resulting recordation by EPCSA of that certain Supplementary Declaration of Covenants and Restrictions, in Book 1069, pages 215-263 of the miscellaneous real property records of Santa Fe County, New

Mendoc, (v) affirms that the Los Altos subdivision is, and all lots are, bound by, subject to, and benefited by the terms and provisions of the Master Declaration, as provided for in the Settlement Agreement, (vi) rescinds and revokes any recorded statements or filings by Declarant to the contrary, and (vii) agrees that to the extent the provisions of the Master Declaration and this Declaration are inconsistent, the more restrictive provisions shall apply unless a less restrictive provision is designated as controlling pursuant to the Settlement Agreement. 1728962

ARTICLE IV. PERMITTED AND PROHIBITED USES OF PROPERTY.

Section 4.01 Permitted Uses of Property Within the Subdivision.

A. Single Family Residential Use. Each Lot shall be used only for private residential purposes by a single family except as provided by Paragraph 3.02(J) below, provided, however, that this limitation shall not prohibit occupancy by domestic housekeeping employees of the Owner or lessee of such Lot.

B. Permitted Structures & Facilities. Upon each Lot there may be constructed a main single-family residence. Guest houses will be permitted on lots in excess of .75 acres or contiguous to Fort Marty Park except upon lots 5,6,7,10,11, and 12. On lots 10, 11 and 12 only one structure, the main residence, will be permitted. Auxiliary Structures as are commonly and customarily built and used in conjunction with a main residence, guest house or studio are permitted, including without limitation, detached solar collectors, provided that such Structures are approved by the Architectural Control Committee in accordance with this Declaration. On lots 5, 6 and 7, being in excess of 1.5 acres, the main residence and a studio are permitted. A studio shall never be occupied,

even temporarily, as a dwelling unit within the meaning of Section 8.14 of the Master Declaration of EPCSA as it reads on the effective date of this Declaration. A studio or guest house, but not a garage, may be detached from the residence.

C. Approval of Plans. Plans for every Structure to be built shall be approved as provided in Article IV before construction may begin.

1728963

D. Zoning Ordinances & Regulations. Each Lot within the Subdivision shall be limited in development, improvement and use to such as are permitted by the applicable zoning and building ordinances and regulations of the City of San Antonio, (including, but not limited to, the Estancia Primera PERC Ordinance and the city's Terrain Management Ordinances) as the same ordinances and regulations may be amended from time to time, except as such development, improvement or use is prohibited, restricted or regulated by this Declaration.

E. Security. The Homeowners Association may employ such persons or firms as it deems appropriate for security purposes.

Section 4.02 Prohibited Uses of Subdivision.

A. Limitations on Structures. No House on any Lot shall exceed 8,000 square feet interior heated space; no guest house shall exceed 2,000 square feet interior heated space, and no studio shall exceed 1,000 square feet interior heated space; provided, however, that should any Lot or Lots legally combined with any contiguous Lot or Lots in the Los Altos Subdivision, the limitation for the House only shall be increased by three-thousand (3000) square feet interior heated space for every two Lots so combined up to a maximum of twelve-thousand (12,000) square feet interior heated space for any one

4

House. The garage shall be used primarily for the purpose of parking and not primarily for the purpose of long-term storage of other personal property. No more than one regulation doubles tennis court may be constructed on any Lot. Tennis courts shall not be lit.

1728954

B. Setbacks and Maximum Lot Coverage. Building setbacks are as shown on the Final Subdivision Plat and in addition are twenty feet (20') from the front lot line and ten feet (10') from each side yard lot line. The maximum permitted lot coverage by a house is forty percent (40%) of the lot area.

C. Rentals. No House shall be used as a boarding house or divided into apartments or rooms for rental purposes. This paragraph shall not prevent the rental or lease of the whole main house or a permitted guest house by the Owner thereof provided the Owner's primary residence remains either the main house or a permitted guest house, but any such rental or lease must be by a written agreement which requires the tenant to observe the Subdivision Restrictions and Subdivision Rules and makes a breach of the Subdivision Restrictions a breach of such rental agreement or lease. No time-share interest or interests shall be allowed within the Property.

D. Height Restrictions; Approval Procedures. No building within the Property shall have a height in excess of that set forth in condition 7.A.3 of the conditions of Santa Fe City Ordinance 1981-3:

1. The finished floor elevation of any point shall not exceed 5 vertical feet about the natural grade below that point.

2. The building roof line for each dwelling unit shall not exceed 15 vertical feet above the highest point of natural ground surface on the building site. Chimneys are exempted from this height limitation. [728965]

3. The building roof line for each dwelling unit shall not exceed 20 vertical feet above the natural ground surface elevation at any point of the building foundation on the building site. Chimneys are exempted from this height limitation.

E. Building Envelopes. All Structures on a Lot shall be constructed within the building envelope and setbacks for said Lot as set forth in the Final Subdivision Plat.

F. Native Growth. The native growth of the property, including but not limited to cacti, piñon and juniper trees, shall not be destroyed or removed, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, the House and other approved Structures, unless written permission be first obtained from the Architectural Control Committee.

G. Wells. No water wells may be drilled within the Subdivision.

H. Fences and Walls. No fences or walls of any nature shall be erected or maintained, except that walls, fences, and enclosures for privacy, pets or private gardens may be erected or maintained provided that said fences or walls shall be erected within thirty-five feet (35') of the House on the Lot, provided further that said fences or walls shall be approved in the same manner as is herein provided for the approval of the original plans for construction.

I. Lawns. No lawns shall be permitted in excess of 500 square feet. All lawns must be of native grasses that are low water consuming.

J. Commercial Activities. The Property shall be used only for residential purposes, and no part of such areas shall be used, caused to be used or permitted to be used, in any way, directly or indirectly, for any business, profession or other non-residential or commercial purpose; ¹⁷²⁸⁹⁸⁶ ~~provided, however,~~ that spaces within a House, guest house or studio on any one Lot may, subject to the approval of the Board of Directors, be used for no more than a total of one (1) professional office or other offices which (1) does not employ more than two employees other than persons who reside on said Lot, (2) does not substantially increase the flow of traffic to such Lot, (3) complies with the home occupation ordinance of the City of Santa Fe and (4) keeps the primary use of the Lot as residential and not commercial.

K. Agricultural Activities: Gardens. No commercial farming, ranching or other agricultural activity shall be permitted; a garden of not more than 1,000 square feet for non-commercial purposes may be maintained, provided that its location is shown on the original plans of improvements or its location is approved in the manner provided for the approval of plans for Structures herein; decorative or functional vegetation which does not require water in excess of natural precipitation shall not be calculated as part of any garden.

L. Animals & Livestock. No household pets in excess of a reasonable number as determined in writing by the Architectural Control Committee shall be kept on any Lot. No pet or other animal shall be permitted on any Common Area except as allowed by the Board of Directors. The owner of any pet or animal shall be responsible for the immediate removal and clean-up of any such animal's waste on the Property. The owner

of any pet or animal shall at no time allow such animal to run unrestrained on any Common Area or on the streets, sidewalks or other areas of the Property (except for enclosed yards or patios), and the owner shall at all times have full and complete control over such animals. No pet or animal creating excessive noise or odor shall be maintained within the Property. Animals such as dogs and cats shall be restrained from interfering with or killing wildlife native to or found in the Los Altos Subdivision. No animal, fish or pet raising or trading as a business shall be carried on, directly or indirectly, on any part of the Property.

M. Mobile Homes. No mobile home, modular home or prefabricated structures shall be permitted on any Lot for any purpose.

N. Vehicles. No vehicle of any type, motorized or otherwise, shall be operated on any Common Area except as authorized by the Association. No automobile or other motor vehicles shall be parked in any Common Area or in any street within the Property except in designated parking areas, and no portion of any Lot which is intended to be used as a garage or carport shall be used or converted for use for any other purpose. All garage doors shall be kept closed except when in actual use. No vehicles shall be kept or stored on any Common Area or in any street or driveway area within the Estancia Primera Property for purposes of accomplishing repairs thereto or the reconstruction thereof, except as permitted by resolution of the Board of Directors.

O. Recreational Vehicles; Stored Items. No house trailers, mobile homes, campers, recreational vehicles, boats, or trailers shall be kept or stored within the Property. All clothes lines, clothes drying facilities and mechanical and other equipment,

shall be concealed at all times so as not to be visible from the streets within the Subdivision and the ground floor of neighboring Houses. No non-operable vehicles, junk cars, or scrap materials of any kind shall be stored on any Lot. 1728963

P. Occupancy of Unfinished Structures Prohibited. No Structure situated within the Property shall in any manner be occupied or lived in while in the course of original construction. No Structure anywhere in the Property, other than a House or guest house, shall ever be lived in or used for dwelling purposes, including, but not limited to, studios, barns, shacks, trailers, campers, motor homes, mobile homes, out-buildings, and garages. No vehicle may be used as a dwelling while on any Lot either temporarily or permanently.

Q. Building Materials. 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.

R. Refuse. No garbage, clippings from trees, shrubs or lawns, trash, ashes or other refuse may be thrown, dumped, or allowed to accumulate on any land within the Subdivision. No oil or other refuse shall be allowed to enter storm drains. Rubbish, trash or waste shall not be kept except in sanitary containers, which containers shall be kept screened and concealed from public view at all times (other than when being placed for pickup).

S. Fires. There shall be no exterior fires on any Common Area or open space areas, except barbecue fires contained within receptacles, as approved by the

Association, or as otherwise permitted by the Board of Directors. There shall be no burning of refuse out of doors.

1728963

T. ~~Signs~~. No signs visible from neighboring Houses or the streets within the Subdivision shall be erected or maintained upon any Lot except:

1. Such signs as may be required by legal proceedings or are useful for such proceedings;

2. During the time of construction of any Structure, job identification signs having a maximum face area of 8 square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

3. Appropriate safety, directional and identification safety signs installed adjacent to Community Streets or public rights of way by the Declarant, the Association, the County, any other governmental body or as required by law;

4. Not more than one "for sale" or "for rent" sign, having a maximum face area of 8 square feet on each lot; and

5. Such residential or commercial identification signs, e.g. street names and subdivision signs, as Declarant has the right to maintain, or as are specially approved by the Board in accordance with the rules adopted by the Board.

6. Signs indicating the address and residents of the Lot.

U. ~~Residential Character Nuisances~~. No uses inconsistent with the residential character of the Subdivision shall be made. No sound shall be emitted on or within the Subdivision which is unreasonably loud or annoying. No odor shall be emitted within the

Subdivision which is noxious or offensive to others. No activity may be conducted by anyone on any Lot which is or may become a source of nuisance or hazard to the Owners of other Lots within the Property. 1728970

V. Storage Tanks. No aboveground or underground tanks of any kind except underground cisterns shall be erected, placed or permitted on any Lot.

VI. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted on any Lot and the production or extraction of oil, natural gas, petroleum or hydrocarbon products, minerals, rocks, stones, gravel or earth on any Lot shall not be permitted.

X. Antennas. No Owner (other than Declarant) shall construct or otherwise maintain upon or within any portion of the Property any external or internal radio or television antenna, saucer, or other reception device or equipment, except as otherwise permitted by the Architectural Review Committee. No Owner shall install any equipment or apparatus upon his or her Lot which in any way interferes or otherwise impedes the normal reception of radio and/or television transmission signals upon or to other Lots within the Property.

Y. Wind-Driven Machinery. No wind-driven machinery for the generation of power or other use or purpose shall be placed on any Lot.

Z. Other Mechanical Devices. No mechanical or other device, including solar panels, shall be installed or maintained on the roof or exterior surfaces of any Structure if such device is visible from the streets within the subdivision which the Structure faces or from adjoining Houses, unless screened, enclosed or otherwise approved by the

Architectural Control Committee.

AA. Energy Conservation Systems. As different types of energy conservation systems become effective, their use will be encouraged with respect to all structures. New solar energy systems and other energy generating systems should be considered as they become feasible and efficient.

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BB. Hunting. No hunting shall be permitted with the Subdivision, and no discharge of firearms shall be permitted except in self-defense.

CC. Window Openings. No window opening in a House or guest house from a public street, private street, any Common Area or open space area shall have affixed to it or be otherwise lined with (a) any non-transparent foil, paper or similar material; or (b) any material or apparatus which is other than a neutral color, except as provided by the rules and regulations of the Architectural Review Committee.

DD. Height of Shrubs, Hedges, Trees and Landscaping. No shrub, hedge, tree or other landscaping which interferes with the view, solar access and/or privacy of any Lot (except as reasonably determined by the Architectural Review Committee) shall be planted, permitted or maintained on any Lot. If the Owner of a Lot allows a shrub, hedge, tree or other landscaping on their respective property to violate the provisions of this Section, then the Architectural Review Committee shall have the right (but not the obligation) upon ten (10) days' prior notice to the offending Owner to: (a) enter upon the offending Lot (b) cut back or otherwise trim the offending shrub, hedge, tree or landscaping so that the same complies with said height limitation, and (c) assess the Owner(s) of the offending Lot for the cost of such activities.

22

EE. Rate of Insurance Increase. No portion of the Subdivision or any Lot shall be used for any purpose or in any manner which would increase the rate at which insurance against loss or damage by fire and the parts covered by extended coverage, bodily injury, property damage liability insurance covering any other House may be obtained or cause any other House to be uninsurable or have such insurance canceled or suspended.

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FF. Waiver of Provisions. Any of the above prohibitions may be waived by the Declarant or the Architectural Control Committee where the proposed waiver is not inconsistent with the purpose and intent of this Declaration, is not contrary to Section 601.C below and said waiver is granted pursuant to the Section 6.03 provision for variances. Under no circumstances may any provisions of the Settlement Agreement be waived under this Section without written consent of EPCSA.

GG. Lot 10 Access. Direct access to Lot 10 from Avenida Primera, as shown on Exhibit A hereto, is prohibited.

HH. Archaeological Easements and Restrictions. Archaeological easements granted to the City of Santa Fe as shown on Exhibit A (Survey Plat), hereto, burden lots 1 and 2.

Section 4.03 Common Area Usage Restrictions. The Common Area shall be reserved by the Association for the benefit of all Owners pursuant to this Declaration to enhance the value and desirability of the Subdivision; for hiking and other recreational activities; for watering, planting, cutting, removing and otherwise caring for the landscape; for installing, maintaining and repairing the storm water retention ponds and drainage

control structures of the Subdivision; for maintaining the security of the Subdivision; and for installing, maintaining and repairing signs identifying the Subdivision and utility lines necessary for the maintenance of the landscaping, subject, however, to the following limitations and restrictions:

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A. Subdivision Rules. The use of the Common Area may be subject to the Subdivision Rules as they may be adopted from time to time.

B. Restrictions on Common Area. The Common Area shall be subject to the following:

1. Such rights and easements as may have been offered for dedication to public use;
2. Such easements as may have been reserved by Declarant;
3. Such easements or other interests as may from time to time be taken under power of eminent domain; and
4. Such other easements as may from time to time be granted or conveyed by the Association pursuant to this Declaration.

C. Landscaping. There shall be no improving, landscaping, decorating, or repaving of any Common Area except by the Association in conjunction with its maintenance of Common Area. There shall be no solid fences or walls erected within the Open Space Buffer shown on the Final Subdivision Plat.

D. Access. The Association shall have the right to control access to the Common Area, however, the Association shall not impair the Owners' right of access to their Lots.

E. Dedication to Governmental Body. All or a portion of the Common Area not previously dedicated to the City of Santa Fe by the Declarant's recording of the final subdivision plat of the Property may be dedicated to the City of Santa Fe or other governmental body if approved by a two-thirds (2/3) vote or written consent of the voting power of the Association and evidenced by a written consent to dedication executed and acknowledged by the Board and recorded.

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F. Costs of Maintenance. All costs of maintaining the Common Area shall be paid by the Association by means of the assessments imposed on the Owners pursuant to the provisions of Article IX below.

ARTICLE V. ARCHITECTURAL APPROVAL.

Section 5.01 When Required. Prior to application for a building permit from the appropriate regulatory agency, Architectural Approval shall be required for the construction, exterior modification or addition to any Structure on any Lot in the Los Altos Subdivision.

A. Authorizing Body. The Architectural Control Committee ("ACC") shall be authorized to give said approval following submission of plans and specifications and upon compliance with the standards herein set forth.

B. Required Plans and Their Submissions. The Owner of the Lot upon which the construction, modification or addition is desired shall submit to the Architectural Control Committee a copy of the plans, specifications and exterior profiles of the Structure to be constructed, modified or added to, showing the completed Structure and its orientation and location on the Lot. Said submission shall be prior to applying for a

building permit. The Lot Owner shall also submit:

1. an Erosion Control Plan in conformity with the erosion control details of Exhibit C hereto, or approved by the City of Santa Fe, to ensure that at all times during construction of any and all structures on the lot, all sediment runoff from any disturbed area caused by construction shall be contained on the lot within that disturbed area; and

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2. a Stormwater Management Plan to ensure that all runoff caused by the construction of any and all structures on the lot shall be detained on the lot through the use of underground cisterns. (See Article VI, Construction, Section 7.03.G., Specific Requirements, below). The requirements for cisterns, and recommended erosion control details which may be used for a Stormwater Management Plan, are shown on Exhibit C, "Drainage Maintenance Plan", attached hereto and incorporated herein. With respect to submission of plans and specifications to the ACC, Owners are encouraged to submit preliminary plans and specifications to the Committee for consultation and study prior to the submission of final plans and specifications in order to facilitate approval and to avoid misunderstandings and duplication.

After the Architectural Control Committee has given final approval to all of the Lot Owner's submittals, the Owner shall include his Erosion Control Plan and Stormwater Maintenance Plan in his permit set submitted to the City of Santa Fe with any application he makes for a building permit.

C. Review Process. Subject to rules and regulations adopted pursuant to Section 6.02 hereof, the ACC shall review and, in writing, approve, with or without conditions, or disapprove all proposals for development, construction, modification, repair,

of decoration of any improvement within the Subdivision; landscaping or alteration of vegetation or topography within the Subdivision; or sustained or periodic use of Common Areas or any portion thereof. The review shall be conducted and the decision regarding approval or disapproval shall be announced within thirty (30) days of receipt by the ACC chairperson of plans and specifications indicating the nature, extent, location, and appearance of the proposed development, construction, modification, repair, decoration, landscaping, alteration, or use, together with such other documents as may be required by the ACC's rules and regulations. If the proposal is approved, with or without conditions, by the ACC, then, when required by the Master Declaration and/or the EPCSA Architectural Guidelines, the proposal shall be submitted by either the ACC or the applicant to the EPCSA Architectural Review Board for review pursuant to the provisions of the Master Declaration, the EPCSA Architectural Guidelines enacted thereunder, the Estancia Primera PRC Ordinance, and the Settlement Agreement.

Prior to granting its approval, the ACC shall determine that the proposed development, construction, modification, repair, decoration, landscaping, alteration, or use:

a. conforms with this Declaration, the Master Declaration, the guidelines, rules, and regulations adopted pursuant to Section 5.02 hereof, and the EPCSA Architectural Guidelines, the Settlement Agreement and the Estancia Primera PRC Ordinance.

b. does not detract from the overall character, quality, appearance, or value of the Subdivision; and

c. is adequately financed for initial construction, maintenance, and repair.

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Any Owner who is aggrieved by a decision of the ACC shall be entitled to appeal the decision of the ACC to the Board, by written request delivered to the Chairman of the Board within fifteen (15) days after the issuance of the written decision of the ACC. The Board shall render a decision, in writing, on the appealed matter, within thirty (30) days after the receipt by the Chairman of the written request of the aggrieved Owner. If the proposal is approved by the Board, with or without conditions, then, when required by the Master Declaration and/or the EPCSA Architectural Guidelines enacted thereunder, the proposal shall be submitted by either the Board or the applicant to the EPCSA Architectural Review Board for review pursuant to the provisions of the Master Declaration and EPCSA Architectural Guidelines enacted thereunder.

The ACC shall be entitled to indicate to the Board and/or the EPCSA Architectural Review Board their favorable or unfavorable recommendation on any variance requested pursuant to Section 5.03.

D. Records. The ACC shall prepare and maintain a written record of its deliberations and determinations.

E. No Liability for Appraisal Errors. Declarant, the Association, the Board, the ACC, and the directors, officers, members, agents, or employees of any of them, shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

a. the approval, with or without conditions, or disapproval of any plans or specifications, whether or not defective;

b. the construction or performance of any work or improvement, whether or not pursuant to approved plans or specifications, whether or not defective; or

c. the development of any portion of the Subdivision;

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provided that each party have acted in good faith on the basis of such information as may be possessed by them. Specifically, all Owners acknowledge that the development of a Lot may impair or block the view from other Lots.

Section 5.02

Approval Standards.

In addition to required compliance with all the provisions of this Declaration, standards for Architectural Approval are:

A. Requirements for Structures. No House shall be of less than 1,500 square feet interior heated space. Garages shall be of sufficient size to accommodate at least two automobiles.

B. Construction of House First. No construction of any auxiliary Structure, except a guest house or studio, shall commence until substantial exterior completion of the House, 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 House and an auxiliary Structure.

C. Architectural Style. The type of construction and architecture shall be based upon, but need not adhere strictly to, "Santa Fe" or "Northern New Mexico" style architecture, including pueblo and territorial style architecture. Modifications of the foregoing styles in reasonable, innovative and creative ways are permitted and

encouraged including, but not limited to, modifications which are made necessary or desirable by the use of solar collectors and other innovative energy collecting and conserving devices. Passive solar energy systems are favored. Building materials may be used which will be in accordance with sound architectural practice and will be visually inoffensive in the sole discretion of the Architectural Control Committee. Pastel and earthtone finishes are encouraged. The only requirement of the Architectural Control Committee in exercising its powers shall be that it act in good faith for the benefit of all the Owners of Los Altos Subdivision.

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D. Utilities. Each lot shall have individual sewer and water service. 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. Any disturbance of natural ground cover and vegetation necessitated by the installation of utility service lines on a Lot shall be restored by the Owner of the Lot by replanting.

E. Exterior Lighting. No exterior floodlights or street lamps shall be installed, operated or maintained on any Lot in such manner that light therefrom is directed toward surrounding Lots, properties or roads. Bright, glaring lights on roof tops, porches or elsewhere are prohibited. No lighting is permitted on any tennis court. Any street lighting within the Escarpment Overlay District (See Article VII, Construction, Section 7.03.D., Escarpment Overlay District, below.) shall be "cut off" luminaires with a light pole of not more than twenty-eight feet (28') in height.

F. Auxiliary Structures. With respect to auxiliary Structures which are commonly and customarily built and used in conjunction with the structures listed in

Article IV, Section 4.01(A) and (B) above, the Architectural Control Committee shall disapprove of said Structures if they are visually offensive by reason of size, shape, location, use, orientation, exterior surface textures or other visible features of the auxiliary Structure, and cannot be reasonably screened from view from all the Lots in the Subdivision by the use of walls, fences or vegetation which comply with this Declaration. 1728930

G. Zoning; Building Regulations; Impact Fees. The construction, modification or addition shown on the plans submitted must comply with applicable zoning ordinances and regulations and applicable building and safety regulations and codes, including, but not limited to, the Estancia Primera PRC Ordinance. City of Santa Fe impact fees have been assessed on the Los Abos lots pursuant to ordinances in effect on the date of final city subdivision approval. Such fees are assessed at the time of issuance of a building permit and shall be the sole responsibility of each lot owner.

H. Topography & Natural Vegetation. The construction, modification or addition shown on the plans submitted shall cause the least disturbance to and change in the natural topography and vegetation of the Lot consistent with the reasonable use and enjoyment of said Lot. To the extent possible, trees are to be relocated within the Lot. All construction within the Subdivision shall comply with the provisions of the Terrain Management Regulations of the Santa Fe City Code in effect on the date a building permit is issued. No alteration or modification to any drainageway or arroyo is permitted without first obtaining written approval from the City Subdivision Engineer.

1. Sidewalks. At the time of construction of a house, as part of the building permit, a concrete sidewalk shall be installed along any frontage of a lot on a road.

Section 5.03 Variances. When naturally or artificially occurring circumstances or the necessities of reasonable use and enjoyment of a Lot within the Subdivision require, the Owner of said Lot may apply to the Architectural Control Committee for variance approval, and the Architectural Control Committee, upon a showing of good cause and necessity therefor without significant possibility of detriment to others, and by the affirmative vote of a majority of its members, may allow reasonable variances with respect to any provision of this Declaration on such terms and conditions as the Committee shall specify by written report. The Committee's authority to grant variances is limited to matters within its jurisdiction under this Declaration and the By-Laws of the Los Altos Homeowners Association, Inc., and subject to the limitations imposed in Section 5.01.C. above and otherwise imposed herein. No such variance approval shall become effective until (30) days after the Committee shall have mailed a copy of its written report to each Member of the Association. In the event that one (1) adjacent Lot Owner or any three (3) other Members of the Association give written notice of objection to such variance within said 30-day period, the variance shall not thereafter become effective if it is disapproved by the vote of at least a majority in interest of the votes cast at the next regular or special meeting of the Association at which a quorum is present. The Applicant for a variance may request in writing that a special meeting of the Association be held to vote on the variance request, in which event the Board of Directors shall convene such a special meeting at the earliest practicable time.

Section 8.01 Inspection & Approval of Completed Work. Upon completion of improvements for which plans and specifications have been approved, the Owner shall notify the Architectural Control Committee in writing that the work is complete. The Architectural Control Committee shall, within thirty (30) days of receipt of the completion notice, inspect the completed work and take one of the following actions: 1728982

A. Send the Owner a notice of approval of work if the work is in conformity and compliance with the approved plans and specifications and refund any unexpended deposit paid by the Owner with his application.

B. Send the Owner a notice of disapproval of work if the work is not in conformity and compliance with the approved plans and specifications, stating the particular grounds for such disapproval, and the Owner shall be obligated to take such action as may be necessary to effect such compliance and conformity without delay, including but not limited to applying the deposit paid by Owner with his application for this purpose.

C. At the completion of any necessary corrections, the Architectural Control Committee shall then reinspect the work within thirty (30) days to approve or disapprove the correction.

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 8.01 Memberships: Qualifications. The Architectural Control Committee shall consist of three persons. After the termination of the Class II Membership under Section 8.02 below, at least one member of the Committee shall be an Owner of a Lot in the Los Altos Subdivision. It is strongly recommended that at least

one (1) member of the Committee be an architect duly registered and licensed by the State of New Mexico; that at least one (1) member of the Committee represent some aspect of the construction industry, and that one otherwise qualified member of the ACC be appointed from the EPCSA to represent its Board on the ACC. No member of the Committee shall sit in consideration of plans for development of any Lot owned by him or her. 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 two members are disqualified, the Board of Directors of the Homeowners Association shall designate sufficient members pro tem.

Section 6.02 Duties and Powers. The ACC shall adopt architectural guidelines, rules, and regulations regarding development, construction, modification, repair, and decoration of any improvement within Los Altos; landscaping or alteration of vegetation or topography within the subdivision; land use within the subdivision and the review and enforcement of its own procedures; and shall otherwise carry out such functions as may be assigned to it from time to time by the Board. The guidelines, rules, and regulations adopted by the ACC shall not become effective until approved by the Boards of Los Altos and EPCSA and shall be in conformity with this Declaration, the Master Declaration and the EPCSA Architectural Guidelines. The ACC shall review and approve, with or without conditions, or disapprove all plans for development, construction, modification, repair, or decoration of any improvement within the subdivision; landscaping or alteration of vegetation or topography within the subdivision; or sustained or periodic use of the Common Areas or any part thereof.

Section 6.03 Fees. An Owner shall pay a reasonable fee, to be determined by the Committee, for its examination and approval or disapproval of plans and specifications submitted for Structures to its erected or changes or alterations to existing Structures. The fee shall be set from time to time by the members of the Committee subject to review by the Board. The Committee may, on a showing of good cause and at its option, waive its right to such expenses in any particular instance. The Owner of the Lot shall also pay the costs of any survey or other professional inspection reasonably required by the Committee to determine conformance with the provisions of this Declaration.

Section 6.04 Deposit/Surety. An Owner or Owner's contractor shall also pay a Deposit of \$2,500.00 or surety in an amount and form acceptable to the Committee, but not less than any amounts required under the EPCSA Master Declaration, and/or Architectural Guidelines upon the submitted of plans and specifications for the construction of a house. The Deposit/Surety shall be for the purpose of ensuring that all work is completed in conformity and conformance with the approved plans and specifications. If the work is disapproved by the Architectural Control Committee it may apply all or part of the deposit or surety to bring the work into compliance with the plans and specifications, with emphasis to be given to affecting the erosion control and stormwater management plans. The Architectural Control Committee shall adopt written procedures governing the use and refund of deposits/surety.

Section 6.05 Proof of Financial Ability. In connection with its approval of any plans and specifications submitted pursuant to Article IV, the Committee may require

24

the Owner to furnish proof of financial ability to complete the proposed construction within the time frame set forth in Article VI below. Further, before giving its approval of any proposed construction, modification or addition, the Committee may require the Owner of the Lot to furnish a performance bond payable to the Association in an amount sufficient to guarantee completion of the proposed construction within the required time frame.

ARTICLE VII CONSTRUCTION. 1728985

Section 7.01 Commencement. Construction shall begin within one hundred eighty (180) days after approval of plans is given by the Architectural Control Committee. In the event construction is not timely begun, the plans and specifications shall be resubmitted the Architectural Control Committee for approval before construction is begun. Once begun, exterior construction of any structure, revegetation and landscaping of any excavated areas shall be completed within two hundred forty (240) weather working days; provided that nothing herein contained shall prohibit staged construction so long as each stage is completed within said two hundred forty (240) weather working days and such staged construction shall have been presented to and approved as staged construction by the Declarant or Architectural Control Committee. The initial stage of construction shall not be less than 1,500 square feet and upon completion of any stage, the Structure or Structures built shall have the exterior appearance of finished construction.

Section 7.02 Prior Approval Required. No construction shall begin unless and until final approval of the same is first obtained as provided in Article IV above.

Section 7.03 Specific Requirements. In addition to the approval standards set forth in Section 5.02 above, the following specific requirements are applicable to one or more lots as follows. 1728986

A. Sidewalks. At the time of construction of a main house or guest house or studio, whichever is earlier, the owners of lots 1 through 10, 13, 14, 17 and 19 through 21 shall install concrete sidewalks along the road fronting their lots for the entire length of each lot line fronting said road. (See also Section 5.02J. above.)

B. Grading Restrictions. Grading on all lots shall be confined within an area which is determined to be 15 horizontal feet beyond the foundation of any structure, except that for lots 5, 6, 11, and 12 the grading shall be so confined within 5 feet beyond such foundations.

C. Notice of Grading Permit Applications. An applicant for a building or grading permit on lots 1, 2, 3 or 4 shall provide written notice of filing of such application with the City of Santa Fe to the President of the Hillside Neighborhood Association and the owners of any property the boundary of which is located within 200 feet of any portion of the lot on which the proposed building or grading is to occur.

D. Easement Overlay District. Lots 1, 2, 3, 16, 17 and 18 are within the Easement Overlay District of the City. Lots 1, 2, 3 and 17 are subject to review by the City in accordance with the Easement Overlay District Ordinance, which regulates permissible building areas according to ridge-top and foothills subdistricts. The exact locations of district and subdistrict boundaries are shown on plans on file at the city, and these should be consulted by affected lot owners or their representatives.

E. Archaeological Easements Clearance. Lots 1 and 2 require the clearance of an archaeological easement prior to any construction. 1728987

F. Sanitary Sewer Grinder Pumps Required. Upon the construction of any house, it shall be served by one or more grinder pumps and by low pressure sewer lines. Unless a substitute grinder pump model is approved by the ACC, the only grinder pumps permitted shall be those manufactured by EnvironmentalOne. For most lots the ACC will require installation of the E-One Grinder Pump Model GP-210. Operational Information and Detail Sheets for this model are set forth in Exhibit D hereto.

G. Underground Cisterns Required. Upon the construction of any house, the Lot Owner, as part of the construction shall install one or more underground cisterns to ensure on-lot storm water detention. All such cisterns shall conform with the Lot Cistern Details Detail shown on Exhibit B hereto, but may be modified for specific lots by the Architectural Control Committee. At a minimum, each underground cistern shall be large enough to contain 1.9 inches of rainfall on all hard surfaces, including but not limited to roofs, sidewalks, asphalt and patios.

ARTICLE VIII. MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS.

Section 8.01 Membership.

A. Each Owner, including Declarant, by virtue of being an Owner and during such time as such Owner remains an Owner, shall be a Member of the Association.

B. The rights, duties, privileges, and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association's Articles of

Incorporation and Bylaws.

Section 8.02 Classes of Membership. The Association shall have two (2) classes of membership, Class I and Class II. 1728988

Class I: All Members shall be Class I Members, except the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person or entity is an Owner of any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as such Owners determine, and in no event shall such multiple Owners vote more votes than they are entitled by virtue of the number of Lots owned.

Class II: The Declarant shall be the only Class II Member and shall be entitled to three (3) times the votes as set out under Class I above for each Lot owned by Declarant prior to the initial conveyance of such Lot by Declarant (the assignment or conveyance of all of Declarant's interest in the Subdivision shall not be such an initial conveyance). The Class II membership of Declarant shall be converted to a Class I membership and Declarant's Class II membership shall forever terminate upon the earlier of (1) the sale by Declarant of fifteen (15) Lots; or, (2) when Declarant, in his sole discretion, so decides.

Section 8.03 Voting Rights. Each Owner shall be entitled to vote on all matters properly submitted for vote to the membership of the Association. Owners may not cumulate their votes on any matter. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of the beneficial interest of the fee of any Lot to a new Owner shall operate to transfer the apartment voting rights without the requirement of any express reference thereto. Voting may be by written proxy.

Section 8.04 Voting Rules. When any provision of the Subdivision Restrictions calls for the vote or the consent of the Members in any stated percentage, the following rules apply, unless the specific language of the provision provides to the contrary:

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A. Whenever a vote of the Members is required, it is sufficient to obtain the written consent of the same percentage of Members; and

B. The percentage requirement shall be a percentage of the total voting power of the Association and not a percentage of the number of Members of the Association.

In any election held pursuant to the requirements of this Declaration, ballots may be transmitted to Owners in the manner provided for the giving of notice in Article XII below.

ARTICLE IX. ORGANIZATION, POWERS AND DUTIES OF THE ASSOCIATION.

Section 9.01 Organization.

A. Non-Profit Corporation. The Association shall be organized as a nonprofit corporation charged with the duties and empowered with the rights set forth herein. The Association's affairs shall be governed by this Declaration, the Articles of Incorporation and the Bylaws.

B. Unincorporated Association as Successor. In the event that the Association, as a corporate entity, loses its corporate powers or is dissolved, a nonprofit, unincorporated association shall forthwith, and without further action or notice, be formed and shall succeed to all rights and obligations of the Association hereunder until a qualified nonprofit corporation is formed. Said unincorporated association's affairs shall

be governed by the laws of the State of New Mexico, and to the extent not inconsistent therewith, by this Declaration, the Articles of Incorporation and the Bylaws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated Association.

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C. Certificate of Identity of Board. The President and Secretary of the Association, or any two (2) members of the Board of Directors may execute, acknowledge and record a certificate of identity stating the names of all of the members of the then current Board and the then current Architectural Control Committee in favor of any person relying thereon in good faith.

D. Board of Directors: Qualifications. The affairs of the Association shall be managed by a Board of Directors of not less than three (3) and not more than five (5) members. After the termination of the Class II Membership pursuant to Section 7.02 above, members of the Board shall be Members of the Association. The Board shall exercise all of the rights and powers and perform all of the duties and responsibilities set out in this Declaration for the Association.

E. Initial Board. The initial Board shall be appointed by Declarant upon incorporation of the Association, shall consist of three (3) members and shall serve until the second annual meeting of the Members, at which time the Board shall be elected by the Members.

F. Representative on EPCSA Architectural Review Board. From time to time, as necessary, the Board shall designate an individual to serve as the representative of the Association on the EPCSA Architectural Review Board.

Section 9.02 Powers and Authority of the Association. The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its Bylaws and in this Declaration, to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of the Subdivision Restrictions and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety, and general welfare of the Owners.

A. Majority Vote of Members Required. Any of the following actions by the Board shall require a majority vote or written assent of the voting power of the Members:

1. Entering into a contract for the furnishing of goods or services for Common Area or the Association for a term longer than one (1) year with the exception of prepaid casualty or liability policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured;
2. Incurring aggregate expenditures for capital improvements to Association property in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
3. Selling personal property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; and

4. Paying compensation to members of the Board or officers for services performed in the conduct of the Association's business, provided that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

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B. Subdivision Restrictions. In fulfilling any of its obligations or duties under the Subdivision Restrictions, including, without limitation, its obligations or duties for the maintenance, repair, operation, or administration of the Common Area, the Association shall have the power and authority:

1. To contract and pay for, or otherwise provide for, the improvement, maintenance, restoration, and repair of the Common Area and all improvements located thereon, including, but not limited to, the storm water retention ponds and other drainage control structures;

2. To obtain, maintain, and pay for such insurance policies or bonds, whether or not required by this Declaration, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, and the Owners;

3. To incur indebtedness; but any indebtedness in excess of the Association's estimated gross revenue for the year incurred or any indebtedness to be repaid over a period longer than one (1) year must be approved by a two-thirds (2/3) vote of the voting power of the Members;

4. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, bookkeepers and certified public accountants, for the

services of security personnel and other such professional and nonprofessional services as the Association deems necessary;

5. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary;

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6. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Area, or on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration;

7. To lease or contract for the use of land and improvements for recreation or other purposes to the extent the Association deems necessary;

8. To place and maintain upon the Common Area security control booths or equipment and such signs as the Association may deem necessary for the identification of the Subdivision and/or roads, the regulation of traffic, including parking, or for the health, welfare and safety of Owners and other persons; and

9. To maintain privacy walls abutting Community Streets or public roads.

C. Capital Improvements. In fulfilling any of its obligations or in exercising any of its rights with respect to the development, construction, installation or acquisition of a capital improvement, the Association shall have the power and authority:

1. To contract and pay for such improvements upon such terms and conditions as the Association shall deem appropriate;

2. To obtain, maintain, and pay for such insurance policies or bonds as the Association may deem appropriate for the protection and benefit of the Association, the members of the Board, and Owners, including, but without limitation, builder's risk insurance, additional comprehensive liability insurance, worker's compensation insurance, and performance and fidelity bonds;

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3. To incur indebtedness under terms and conditions as provided by this Article; and

4. To contract and pay for the services of architects, engineers, attorneys and certified public accountants, for the services of security personnel and other professional and nonprofessional services.

D. Common Area. With respect to the Common Area and subject to the rights of Owners therein in the event of a termination of the Subdivision Declaration, the Association shall exercise control over the Common Area, but only for the purpose of carrying out the Declaration's restrictions. The Association shall have no authority to mortgage, sell or convey Common Area or any part thereof, unless approved by the two-thirds (2/3) vote of the voting power of the Association, except that the Board shall have the power and authority from time to time without a vote of the members to grant and convey easements or rights-of-way, in, on, over, or under any Common Area or easement shown on the final Subdivision plat, for the purpose of constructing, erecting, operating and maintaining thereon, therein, and thereunder wires, conduits and other equipment for the transmission of electricity and signals for lighting, heating, power, communication, cable television and other purposes, and for the necessary attachments

in connection therewith; and for public and private sewers, storm water ponding areas, storm water drains, land drains and pipes, fire protection systems, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing.

1728995

E. Management of Subdivision. The Association may, from time to time and upon such terms and conditions as it may deem appropriate, agree with the governing body of any other subdivision to jointly manage the affairs of the Subdivision, to jointly hire a manager, or jointly to engage in other activities not inconsistent with the Subdivision Restrictions.

F. Taxes & Assessments. The Association shall have the right from time to time to pay, compromise, or contest any and all taxes and assessments levied against all or any part of the Common Area any income of or assessed to the Association, and upon any personal property belonging to or assessed by the Association.

G. Maintenance of Actions. The Association shall have the power and authority from time to time, in its own name, on its own behalf, and on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Subdivision Restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

H. Maintenance of Individual Lots & Structures. The Association shall have the power, but not the duty, to enter upon and maintain, or provide for the maintenance of, any Lot, House or Structure which is not maintained by the Owner thereof in accordance with the requirements of these Subdivision Restrictions at the expense of any

such Owner.

1. Settlement Agreement. The Association shall have the duty, as well as the power and authority, to perform all of its obligations and enforce all of its rights under the Settlement Agreement.

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ARTICLE X. FUNDS, ASSESSMENTS AND DELINQUENCY.

Section 10.01 Creation of Lien. Declarant for each Lot owned by it hereby agrees to pay, and each Owner of any Lot by the acceptance of a deed or contract of sale therefor, whether or not so expressed in any such deed or contract or other conveyance, is deemed to agree to pay to the Association:

- A. Initial assessments;
- B. Maintenance assessments;
- C. Delinquency assessments;
- D. Assessments for capital improvements; and
- E. All other fees or other monies due to the Association from such Owner.

The initial assessment, maintenance assessment, delinquency assessment and assessment for capital improvements, plus interest, late charges, costs and attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner or Owners of such property on the assessment date. The personal obligation to pay assessments shall not pass to successors in title unless expressly assumed by them.

Section 10.02 Operating Fund. There shall be an operating fund, into which the Association shall deposit all monies paid to it as:

- A. Initial assessments;
- B. Maintenance assessments;
- C. Delinquency assessments;
- D. Assessments for capital improvements; 1728997
- E. Miscellaneous income; and
- F. Income and profits attributable to the operating fund; and from which the

Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 10.03 Initial Assessments.

A. An Initial Assessment to be paid by the Homeowners Association or the Declarant shall be payable to the Homeowners Association out of escrow upon the initial purchase of a Lot in the Los Altos Subdivision, and, upon resale of a Lot, said fee shall be paid by the new buyer. The Initial Assessment has been fixed at \$_____ per lot per year by Declarant to ensure the proper maintenance of the Common Areas, including the storm water retention ponds and other drainage control structures.

B. Pursuant to the Settlement Agreement, a one-time contribution in the amount of \$500 per lot shall be paid to Declarant by the buyer of any lot upon the closing of the sale/purchase. Upon receipt of such contribution, Declarant shall simultaneously pay the full amount thereof to EPCSA. EPCSA shall thereupon be obligated to place the full amount of all such contributions into its reserve account for use only for future capital expenditures and not for its operating expenses.

Section 10.04 Maintenance Assessment

A. Determination. Within thirty (30) days prior to the commencement of the first Fiscal Year, the Board shall estimate the costs and expenses to be incurred by the Association during such year, including a reasonable provision for contingencies, and reserves for major repair and replacement, and shall subtract from such estimate an amount equal to the undepreciated balance, exclusive of any reserves for contingencies and reserves for major repair and replacement, in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed to all Owners in shares, one (1) share for each Lot owned. In making this estimate the Board shall specifically take into account the costs and expenses that will be necessary to comply with all drainage, erosion control, and storm water detention requirements for which the Board is, or may become, responsible during the fiscal year, including but not limited to the elements of the Drainage Maintenance Plan attached hereto as Exhibit "C". However, the Board may assess Owners of Lots which use certain additional services, or which have an additional impact on the Subdivision based on their use or other objective factors, a reasonable additional maintenance assessment. For example, the Owner of a Lot with more than one underground cistern may be assessed more for cistern maintenance costs than the Owner of a Lot with only one cistern.

B. Further Assessment. If, at any time during any Fiscal Year, the maintenance assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owner's share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy, which

shall be assessed to all Owners apportioned as provided in paragraph A immediately above.

C. Payment. Maintenance assessments shall be due and payable to the Association when levied, or in such installments during the year and on such due dates as the Board shall designate

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D. Limitations. The Board shall not levy assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year and which are not part of such budgeted gross expenses without the vote or written consent of a majority of the voting power of the Members.

E. Annual Increases. From and after the commencement of the first Fiscal Year, the maximum maintenance assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the majority of the voting power of the Members. The percent of increase shall be cumulative from year to year so that an increase not used in one year may be used in a subsequent year without a vote of the Members.

Section 10.05 Delinquency Assessment. The Association shall levy a delinquency assessment against any Owner or Owners as a result of whose acts, or failure or refusal to act or otherwise comply with the Subdivision Restrictions or the Subdivision Rules, monies were expended from the operating fund by the Association. Such assessment shall be in the amount so expended, and shall be due and payable to the Association when levied, or in such installments as the Association shall designate.

Prior to the levy of a delinquency assessment, the Board shall hold a hearing to determine the validity and amount of the assessment upon at least thirty (30) days notice to the Owner to be assessed at which hearing such Owner shall be given an opportunity to be heard.

1729001

Section 10.06 Assessments for Capital Improvements and Indebtedness.

The Association may also levy in any year an assessment for paying or returning, in whole or in part, the cost or proposed cost of acquisition and construction of a described capital improvement (whether the improvement constitutes real or personal property), in an amount greater than can be included in the maintenance assessment, provided it has been approved by a majority of the voting power of the Members, which assessment shall be assessed to Owners as provided for in this Article IX.

Section 10.07 EPCSA Assessments. Los Altos lots and their Owners shall be subject to assessments by the EPCSA in compliance with the budgetary criteria and other provisions of the Master Declaration.

Section 10.08 Reserves as Trust Funds. Reserves for major repairs and replacements for capital improvements to be built or acquired shall be kept segregated from the other monies held by the Association as trust funds in an account or accounts labeled "Reserve Trust Fund" and shall be withdrawn and used only for the purpose of major repairs and replacements or for capital improvements respectively, unless a different or other use is authorized by a majority vote of the Members.

Section 10.09 Delinquency. Each assessment under this Article shall be the separate, distinct and personal debt and obligation of the Owner against whom it is

assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a late charge to be determined by the Association to pay the costs of handling the delinquent sum not to exceed Ten Dollars (\$10.00) per each delinquent assessment. Such a charge shall be considered an additional assessment and collectible with the assessment for which it was charged. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate set from time to time by the Association, however not greater than twenty percent (20%) per annum, and the Association may, at its option, bring an action at law against the Owner or Owners personally obligated to pay the same, and upon compliance with the provisions of this Article to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate provided herein and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 10.10 Notice of Lien. No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot and a copy thereof is recorded by the Association in the office of the Santa Fe

County Recorder; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include the interest charges, costs and attorney's fees recoverable by an action at law) and the name and address of the Association.

1729003

Section 10.11 Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the customary practice of the court of the State of New Mexico applicable to the foreclosure of mortgages, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 10.12 Curing a Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice upon payment by the defaulting Owner of a fee to be determined by the Association, not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as have been incurred.

Section 10.13 Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 10.14 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

1729004

ARTICLE XI. DUTIES AND RESPONSIBILITIES OF OWNERS.

Section 11.01 Owner's Responsibility to Repair. Each Owner shall be responsible for the maintenance and repair of his or her Structure(s) and his or her Lot including, without limitation, the structure of and surrounding the Structure(s), the glass doors, windows and screens, the interior of the Structure(s), the plumbing, electrical, heating and air conditioning systems servicing the Structure(s), water and sewer laterals serving the Lot to the junction of the lateral with the utility line in the street, the Structure's exterior and roof, including painting and waterproofing, and for the prompt rebuilding of his or her House in the event of partial or complete destruction.

Section 11.02 Joint Maintenance by Owners.

A. Party Walls. Each wall or fence which is placed on the dividing line between Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply.

B. Cost Sharing. The cost of reasonable repair, maintenance and replacement of a party wall or joint utility shall be shared equally by the Owners who

make use of the well, utility or driveway unless agreed by them in writing.

C. Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

1729005

D. Arbitration of Disputes. In the event of any dispute arising under the provisions of this Section, the Board shall arbitrate the dispute and its decision shall be final.

Section 11.03 Maintenance of Landscaping. Each Owner shall maintain the landscaping on his or her Lot in a neat and attractive manner. All grass, mass plantings and other plantings shall be mowed, trimmed and cut as necessary at regular intervals.

Section 11.04 Observe of Subdivision Restrictions and Rules. Each Owner shall comply with the Subdivision Restrictions and Subdivision Rules and will cause and be responsible for Owner's family, agents, guests, contractors, employees and any person renting or leasing Owner's House or guest house to do likewise.

Section 11.05 Maintenance of Drainage Structures. Pursuant to Ordinance 1996-3, the City of Santa Fe has created a special maintenance district, and Declarant has granted to the City a non-exclusive easement over the lots and common areas of Los Altos, for the inspection, maintenance and repair of the storm water retention ponds and other drainage control structures located within the Subdivision. The City also has the power and duty under the Ordinance to assess lots to pay for the City's inspection of, and if necessary, its cleaning maintenance and repair of all Los Altos drainage systems and structures. A copy of this Ordinance is attached hereto as Exhibit E. Notwithstanding the

authority vested in the City by this Ordinance, the Association shall have first responsibility for, and shall cause to be performed through a qualified contractor, the inspection, cleaning, maintenance and repair of all drainage systems and structures. In discharging these duties the Association shall be assisted by a representative of the Hillsdale Neighborhood Association ("Hillsdale"), or its successor, who shall have the right to inspect the drainage control structures within the subdivision, including cisterns on individual lots, at least once per year. The costs of such inspection, cleaning, maintenance and repair shall be paid by the Owners through the assessments set forth in Article IX above. The Association shall enter into a maintenance contract with respect to the drainage structures to provide for regularly-scheduled maintenance of all such structures.

Section 11.09 Rights of Action. Except as otherwise provided in this Declaration, each Owner and the Association shall have a right of action against Owners for failure to comply with any provision of the Subdivision Restrictions.

ARTICLE XII. WATER CONSERVATION AND LEGAL LIMITATIONS ON WATER USE.

Section 12.01 Water Conservation. All Lot owners and occupants shall refrain from excessive water use and waste. All Lot owners and occupants shall make reasonable efforts to employ the water-saving techniques set forth on Exhibit A attached hereto and incorporated herein by this reference entitled Water Conservation Requirements.

ARTICLE XIII. NOTICES, DOCUMENTS, DELIVERY.

Any notice or other document permitted or required by the Subdivision Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows:

1729007

If to an Owner: At any Lot within the Subdivision owned by the Owner or at such other address given by Owner to the Association, in writing.

If to Declarant or to the Association: c/o Potter & Mills, P.O. Box 1208, Santa Fe, New Mexico 87501.

Any such address may be changed from time to time by any Owner or by Declarant by notice in writing, delivered to the Association, or by the Association, by notice in writing, delivered to all Owners.

ARTICLE XIV. TRANSFER OF COMMON AREA, RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY.

Section 14.01 Transfer Within One Year. Within one (1) year of the incorporation of the Association, Declarant shall transfer and convey to the Association, and the Association shall accept, the Common Area. The Common Area and all improvements located thereon are transferred to the Association without representation or warranty, and the Association agrees to accept the Common Area "as is". The Common Area may be subject to any or all of the following exceptions, liens, and encumbrances:

A. The lien of real property taxes and assessments not delinquent;

B. Such easements and rights-of-way as may have been offered for dedication to or the benefit of a political subdivision or public organization, or public utility corporation, including without limitation the easements and rights of way for access, drainage, semi-public open space, sanitary sewer, and archeological preservation, all as shown on Exhibit A hereto;

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C. Such easements and rights-of-way, licenses or rights of use on, over, or under all or any part of any such property or structures or improvements thereon as may be reserved to Declarant or granted to any Owner for the use thereof in accordance with the provisions of these Subdivision Restrictions, including without limitation easements for walking, jogging and riding, all as shown on Exhibit A hereto;

D. Obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution, or regulation of the United States of America, the State of New Mexico, or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation, including without limitation the building setback lines shown on Exhibit A hereto, and easement district building restrictions and terrain management regulations of the City of Santa Fe; and

E. Any other lien, encumbrance, or defect of title of any kind whatsoever (other than of the type which would, at any time, or from time to time, create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice Owners in their use and enjoyment of such property.

ARTICLE XV. NO RESUBDIVISION, CONSOLIDATION, REZONING.

Section 15.01 No Resubdivision. No Lot within the Subdivision shall be resubdivided; provided however that with the written consent of Declarant or the Board a Lot line may be adjusted or a lot may be split on condition each resulting lot is immediately thereafter consolidated with any contiguous lots. § 729009

Section 15.02 Limitation on Lot Consolidations. No two or more contiguous Lots within the Subdivision shall be consolidated into one Lot unless Declarant or the Board shall have given its written consent.

Section 15.03 Only PRC Zoning. No Lot within the Property shall be zoned other than as a Planned Residential Community (PRC) as set forth in Santa Fe Zoning Ordinance 1981-3, without the express written consent of all Owners.

Section 15.04 Exception. Nothing contained in this Section shall apply to the splitting of any Lots by Declarant, the consolidation of two or more Lots into one Lot by Declarant, or the rezoning of any portion of the Property or obtaining an amendment to the final Subdivision plat by Declarant.

ARTICLE XVI. GENERAL PROVISIONS

Section 16.01 Violation of Subdivision Restrictions; Abatement. Every act or omission whereby any restriction, condition, or covenant of the Subdivision Restrictions is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or by an Owner or Owners, as provided for in this Declaration.

Any provisions to the contrary notwithstanding, only the Association or its duly authorized agents may enforce by self-help any limitation, restriction, covenant, condition, or obligation herein set forth.

Section 18.02 Remedies Cumulative. Each remedy provided for in the Subdivision Restrictions is cumulative and not exclusive. 1729010

Section 18.03 No Waiver. The failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien, or charge of the Subdivision Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provision of the Subdivision Restrictions.

Section 18.04 Severability. The limitations, restrictions, covenants, and conditions of the Subdivision Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision, or portion thereof, of any such limitations, restrictions, covenants, or conditions shall not affect the validity or enforceability of any other provision.

Section 18.05 Amendment of Restrictions. This Declaration may be amended by an instrument approved by not less than a majority vote of the voting power of the Association. Every amendment must be recorded. However, the power to amend this Declaration shall not authorize any amendment (1) permitting the sale, conveyance, lease, transfer, mortgage, pledge, granting of any deed of trust, or hypothecation of the Common Area conveyed to the Association by the Declarant, (2) authorizing the alteration of the requirement that eighty percent (80%) of the members of each membership class assent in writing to the direction of the Association, (3) altering the

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right of each Owner to membership in the Association with rights appurtenant thereto, or (4) which violates any provision of Estancia Primera PRC Ordinance or the Settlement Agreement.

Section 16.06 Annexation of Additional Property. Additional residential property and Common Area may be annexed to the Subdivision with the consent of the members entitled to cast two-thirds (2/3) of the vote of each class of members. 1729011

Section 16.07 Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under all of the Common Area of ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, cable television and electricity. Any damage caused by or resulting from the use of such easement shall be repaired by the party causing such damage, so that the landscape is restored to its original condition. By virtue of this easement, it shall be expressly permissible for the company providing service to erect and maintain the necessary equipment on Common Area and to affix and maintain electrical and/or telephone wires, circuits and conduits, on and under the Common Area. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter into or across, or over the Lots to perform the duties of maintenance and repair of the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the Declarant or a majority of the Board of Directors. Should any utility

furnishing a service covered by the general assessment herein provided request a specific assessment. Declarant or the Association may grant the same by a separate recordable instrument. Declarant or the Association shall have the right to grant such assessments on said Common Area without conflicting with the terms hereof or consent of the Owners being required. The assessments provided in this paragraph shall in no way affect or restrict any other recorded assessment of said Common Area.

1729012

Section 15.08 Notice of Mortgages to Association. Each Owner shall report the name and address of each holder of a first mortgage on such Lot, if any, to the Secretary of the Association or to Declarant immediately upon the imposition of any such first mortgage lien.

Section 15.09 Rights of Mortgagees. Any holder of a first mortgage or other equivalent lien on any Lot, whose name and address has been filed with the Association, shall be entitled to:

- A. Inspection of books and records of the Association during normal business hours;
- B. Receive, upon written request, a copy of any annual published financial statements, audited and unaudited, within a reasonable time (not to exceed 90 days) after such statement is prepared and accepted;
- C. Receive, upon written request, a notice of all meetings of the Association and to designate a representative to attend all such meetings;
- D. Receive notice from the Association of the intention to abandon or terminate the Association;

E. Receive notice of meetings to be held for the purpose of making any material amendment to this Declaration, Bylaws, or the Articles of Incorporation of the Association.

F. Receive notice of any decision by the Association to terminate any professional management contract and assume self-management. 1729013

G. Receive, upon request, copies of policies of insurance maintained by the Association upon the Common Area for fire, extended coverage, liability and fidelity bonds upon officers or employees. The amount of such coverage shall be deemed adequate by the lender by the closing of the loan, and such coverages shall not be reduced in amount during the life of such loan without prior consent of the lender.

Section 18.10 Liberal Construction. All of the limitations, restrictions, covenants, and conditions of the Subdivision Restrictions shall be liberally construed, together, to promote and effectuate the beneficial operation of the Subdivision.

Section 18.11 Singular & Plural, Masculine & Feminine. The singular shall include the plural and the plural, the singular, unless the context requires the contrary, and the masculine, the feminine and neuter, as the context requires.

Section 18.12 Headings. All headings used in the Subdivision Restrictions, including those of Articles and Sections, are intended solely for convenience of reference and the same shall not effect that which is set forth in such Articles, Sections, nor any of the terms or provisions of the Subdivision Restrictions.

Section 18.13 Applicable Law. The validity, meaning and effect of this Declaration will be determined as provided by the law of the State of New Mexico

applicable to agreements made and to be performed in the State of New Mexico.

Section 18.14 Duration of Declaration This Declaration shall continue in full force and effect until amended or revoked by an instrument in writing signed by a majority of the then Members of the Association. 1729014

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date and year first written above.

DECLARANTS

LOS ALTOS PARTNERS

BY: [Signature]
Stephen Feinberg, President, Dorser Investment Company, Inc., a Texas corporation

As: General Partner

ACKNOWLEDGMENT

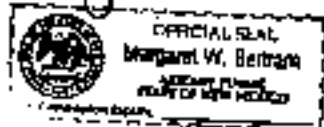
STATE OF NEW MEXICO)
) not
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 21 day of January, 2000, by Stephen Feinberg, President of Dorser Investment Company, Inc., a Texas Corporation for Los Altos Partners.

My Commission Expires:

11-1-2001

[Signature]
Notary Public



CHARLES DIKER, as owner of Lots 1-3 but not as a Class II member of the Los Alamos Homeowners Association.

Charles Diker by Tom Miller his attorney in fact
Charles Diker by Tom Miller, his attorney in fact

1729015

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

)
)
)

The foregoing instrument was acknowledged before me this 21st day of January, 2000, by Tom Miller, attorney in fact for Charles Diker.

Archie J. Mackay
Notary Public

My Commission Expires:

Jan 23, 2002

EXHIBIT A
WATER CONSERVATION REQUIREMENTS
LOS ALTOS SUBDIVISION

It is strongly recommended that the following measures be implemented by Owners of Lots at the Los Altos Subdivision in order to minimize the use of water in the Subdivision:

J 7290 16

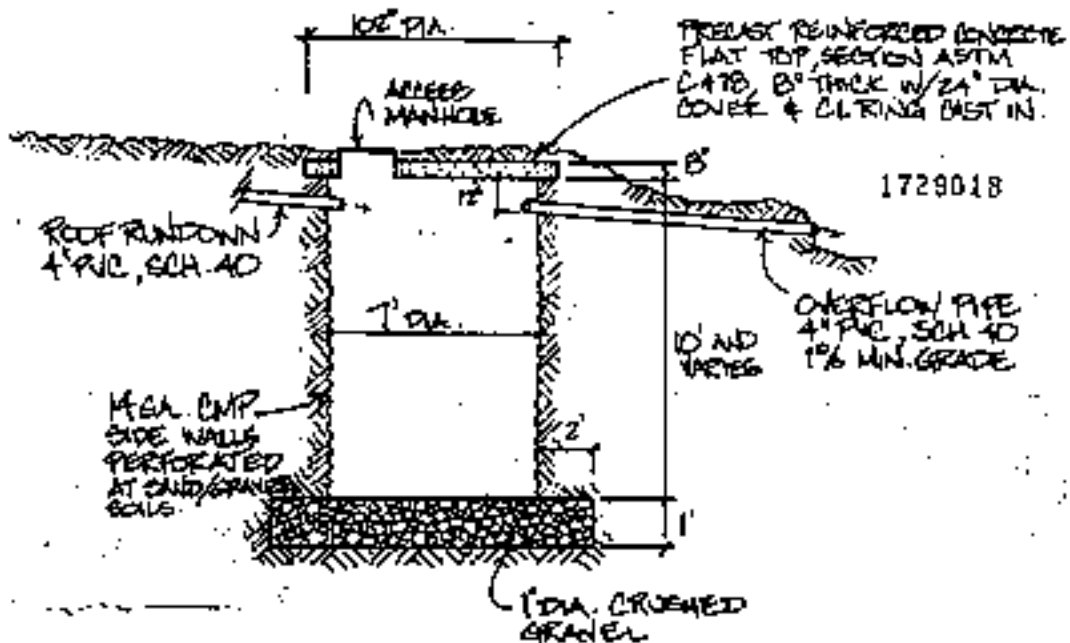
1. Showers should be equipped with shower heads designed to pass not more than 3 gallons of water per minute. Variable flow heads should not pass more than 3 gallons of water per minute at maximum setting.
2. All faucets should be washerless and equipped with aerators or other flow restricting devices designed to pass not more than 4 gallons of water per minute; however, faucets used for dishwashers, washing machines and bathtubs may be excluded.
3. All water closets should be designed to consume no more than 3.5 gallons of water per flush with the exception of water closets for the handicapped. This shall be in accordance with the manufacturer's specifications.
4. Water systems should be designed to deliver an average pressure of 50 psi and a maximum pressure of 60 psi, as measured at the discharge side of the pressure reducing valve for each structure.
5. The use of cisterns or a wastewater recycling system is strongly encouraged. A model cistern system is shown as Exhibit D to the Declaration.

EXHIBIT B
CISTERN DRAIN DETAIL

1729017

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ON-LOT STORMWATER DETENTION



LOT CISTERNS DRAIN DETAIL

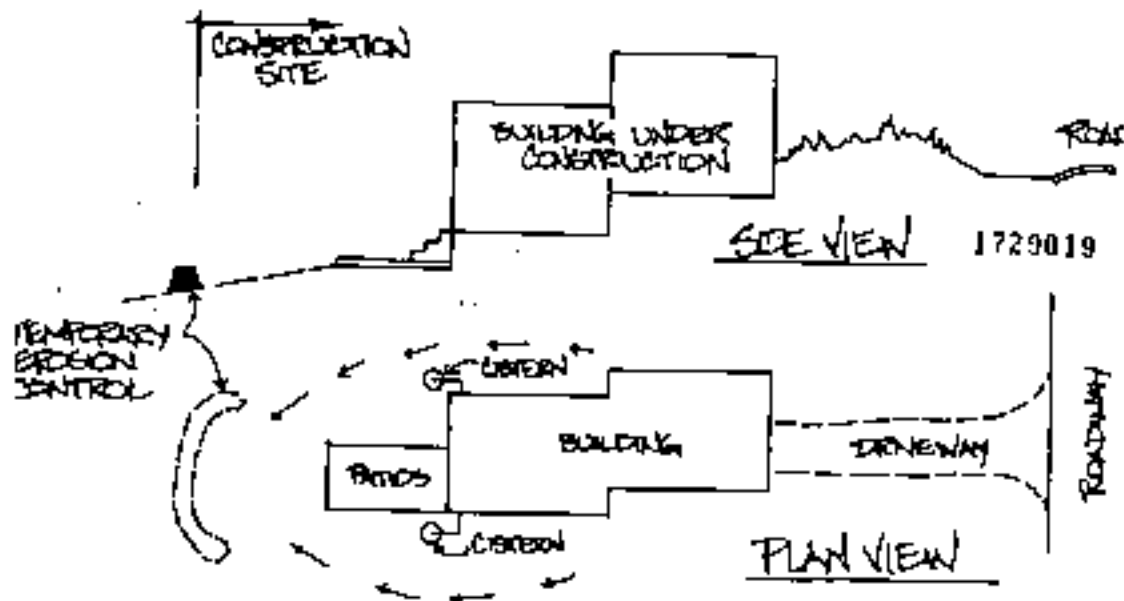
SAMPLE CALCULATIONS

AVERAGE ROOF AREA	3500
AVERAGE HARD SURFACES + PATIOS	600
AVERAGE DRIVEWAYS	700
AVERAGE HARD SURFACES	<u>4800 SQ. FT.</u>

$$\begin{aligned} \text{VOLUME STORAGE REQUIRED} &= 4800 \times \frac{1.9}{12} = 760 \text{ CUB. FT.} \\ \text{VOLUME STORAGE PROVIDED IN CISTERNS} &= 385 \text{ CUB. FT.} \\ \text{USE TWO CISTERNS} &= 770 \text{ CUB. FT.} \end{aligned}$$

THE NUMBER AND SIZE OF CISTERNS MUST BE DESIGNED INDIVIDUALLY BASED ON LOT DEVELOPMENT.

EXHIBIT D-1



The type of erosion control will depend on the specific house design and the constraints of the terrain. The above information is provided to give possible solutions. It is the responsibility of the Architects and their engineers to develop a site specific plan that accomplishes the goal of sediment control.

EXHIBIT D-2

DESIGN GUIDELINES FOR CISTERNS

1. Manhole access is required, by both maintenance (sediment removal) and inspection, to assure the cistern is functioning.
2. Roof runoff should be collected and piped to the cistern. This roof water will be relatively free of sediment. Surface water should not flow to the cistern, since these waters will typically contain more sediment and result in more sediment buildup in the cistern. 1729020
3. Not all roof water runoff needs to be directed to cisterns. If 80% of the roof water goes to cisterns, then the remaining 20% as well as the other hard surface areas can be drained naturally as the ground does now. This will be true as long as the other hard surface areas (not roof) are no more than 1/2 the roof area. If this occurs, then additional storm water detention will be required. The amount of volume necessary will be that area of other hard surface which is above 1/2 the roof area times 0.1583 feet. This volume can be accomplished in a cistern where runoff sediment is not high such as asphalt paving or in depressed pond areas adjacent to patios where vegetation could occur.

EXHIBIT C

DRAINAGE MAINTENANCE PLAN

A. On an annual basis, or more frequent if so determined by the City, the following facilities are to be inspected by the City.

1. On lot cisterns 1729021
2. Street cisterns
3. Ponds A, B, C, D
4. Check Dam G-1 and G-2
5. Existing check dams along drainages
6. Herrera Brow ditch and the Brow ditch draining to Pond A

B. A written list of the required maintenance is to be prepared on a copy forwarded to both the Los Altos Neighborhood Association and the Hillsdale Neighborhood Association. Possible maintenance items include but are not limited to the following:

- a. Sediment removal from ponds
- b. Sediment removal from ditches
- c. Sediment removal from both on-lot cisterns and street cisterns
- d. Repair of check dams where undercutting or slide cutting has occurred

C. While the Homeowners Association is expected to have already done the required maintenance prior to City inspection, if the City finds work that needs to be done, they will contract privately for this maintenance and assess the lots in Los Altos in accordance with the special assessment district.

D. Sediment is to be removed when the ponds are 80% at total capacity (i.e., 20% filled in.)

**EXHIBIT D
GRINDER PUMP DETAIL**

1729022

Operational Information

Motor:

1 HP, 1725 rpm, high torque, capacitor start, thermally protected, 240 or 120 volt, 60 hertz, 1 phase

Inlet Connections:

4" PVC duct fittings standard. Can be used with other piping sizes and materials using standard adapters.

Discharge Connections:

Deep Discharge connections to 1 1/4 inch NPT female thread. Can easily be adapted to 1 1/4 inch PVC pipe or any other material required by local codes.

Discharge *

15 gpm at 0 feet
5 gpm at 60 feet

Overload Capacity:

Maximum pressure which piping can generate is limited by motor characteristics to a value well below the rating of the piping and appurtenances. Automatic reset feature does not require manual operation following overload.



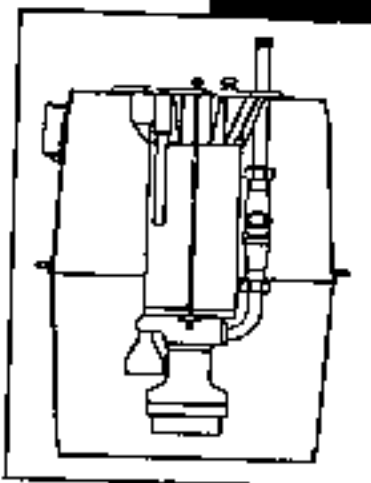
UL & NSF are National Council of Plumbing

* Discharge rates include loss through check valve when in position.

** CMAA specifications apply only to Outdoor Pumping Station "C" in the manual appendix.

Standard No. GP-210
Inventory No. GP-210/1 (1 1/2)

Made in USA



1729023

General Applications

In size, efficiency and operating economy make the GP 210 ideal for single dwellings, waterfront property, subdivision developments and markets. It is ideally suited for new or existing communities. Consult factory for specific applications.

Features

The GP 210 is a complete unit, including grinder pump, check valve, unit and all necessary concrete both into a single unit, ready to connect.

All units are ground into a particle size so fine as to pass easily through the pump, check valve and small diameter pipe lines. Even objects that should not be in sewage (plastic, rags, fibers, wood, etc.). The 1 1/4" inch discharge connection can be adapted to any piping material which meets local code requirements.

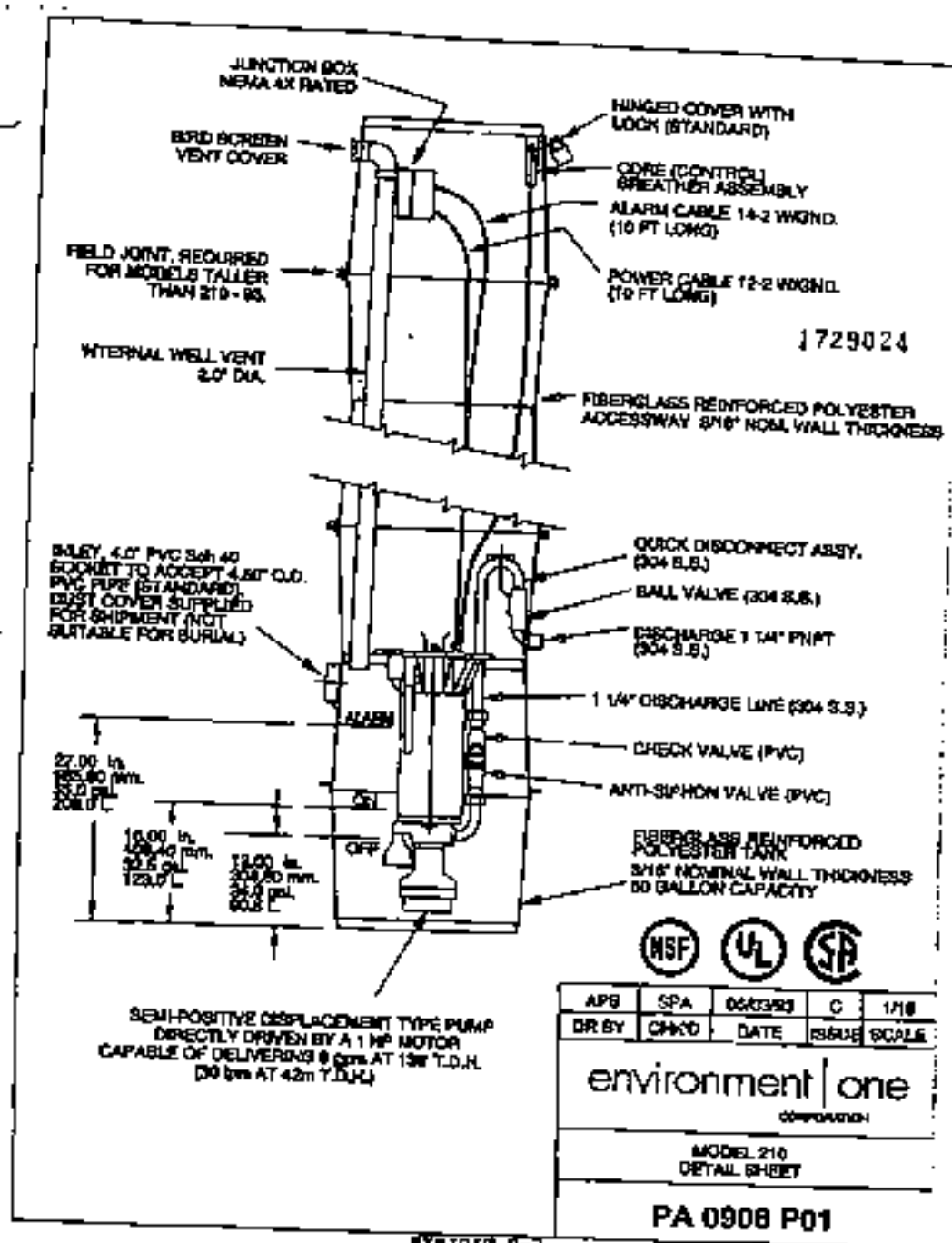
A non-toxic resilient tank of fiberglass reinforced polyester (FRP), based on the latest in composite studies of water usage patterns, provides optimum holding capacity.

An internal check valve assembly at the Cylinder Pump is custom designed for non-slag, double-trip operation.

The Cylinder Pump is automatically activated and, because it runs infrequently and for very short periods, its overall electric energy consumption is typically that of a 40 watt light bulb.

Units are available for indoor and outdoor installations. Outdoor units accommodate a wide range of depths.

132



1729024

INLET, 4.0" PVC Sch 40
 SOCKET TO ACCEPT 4.50" O.D.
 PVC PIPE (STANDARD)
 BUST COVER SUPPLIED
 FOR SHIPMENT (NOT
 SUITABLE FOR BURIAL)

27.00 in.
 685.40 mm
 35.0 gal
 208.0 L

16.00 in.
 406.40 mm
 22.5 gal
 123.0 L

12.00 in.
 304.80 mm
 16.0 gal
 60.3 L

SEMI-POSITIVE DISPLACEMENT TYPE PUMP
 DIRECTLY DRIVEN BY A 1 HP MOTOR
 CAPABLE OF DELIVERING 8 gpm AT 130' T.D.H.
 (30 lpm AT 42m T.D.H.)



APR	SPA	06/03/93	C	1/16
DR BY	CHKD	DATE	ISSUE	SCALE

environment | one
 CORPORATION

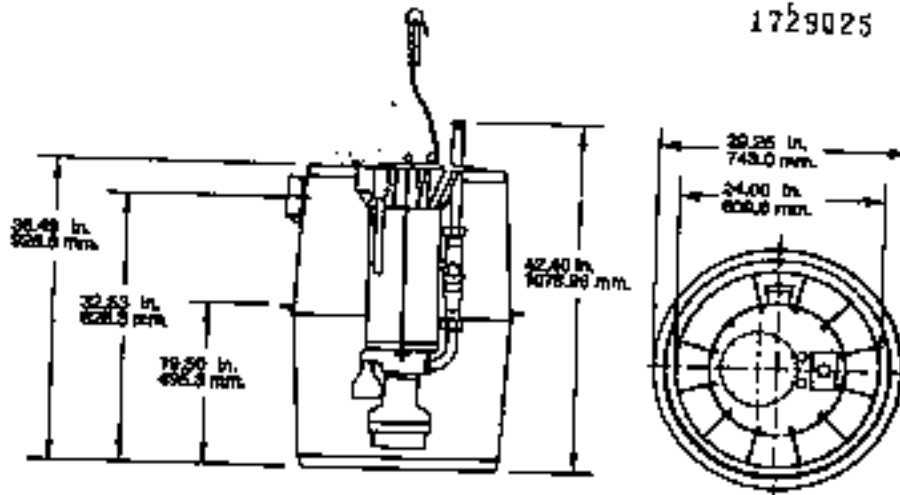
MODEL 210
 DETAIL SHEET

PA 0908 P01

EXHIBIT F-2

MODEL 210 - 36
FOR INDOOR INSTALLATION

1729025



NOTE: A CONCRETE ANCHOR OF BETWEEN 870 - 1000 LBS (3.90 - 7.25 cur) MAY BE REQUIRED TO PREVENT TANK FROM FLOATING.
(DETAILS AVAILABLE)

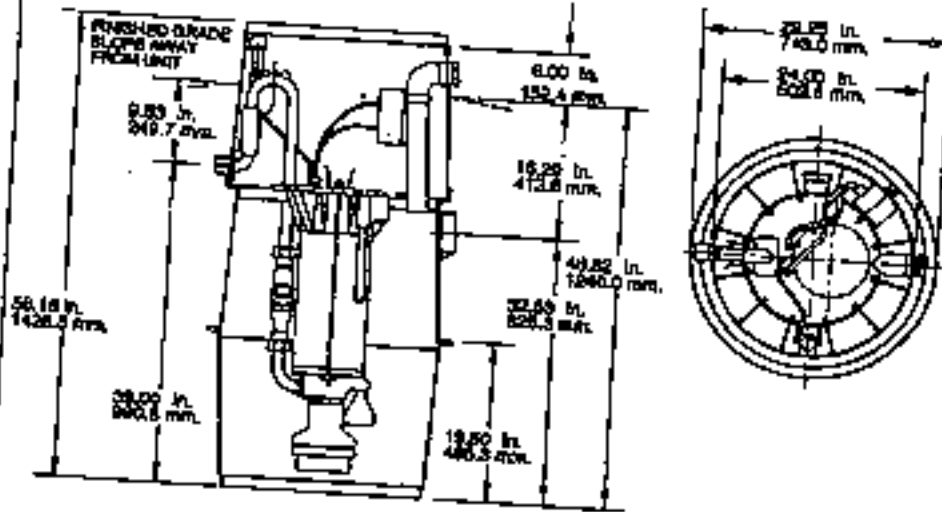
APS	SPA	08/27/82	9	1/18
DR BY	CHKD	DATE	ISSUE	SCALE
environment one CORPORATION				
ASSEMBLY, GRINDER PUMP MODEL 210 - 36				
PA 0855 P01				

EXHIBIT F-3

40

MODEL 210 - 56
FOR OUTDOOR INSTALLATION

1.729026



NOTE: A CONCRETE ANCHOR OF BETWEEN 1350 - 1668 LBS (610 - 11.28 cu ft) IS REQUIRED TO PREVENT TANK FROM FLOATING. (DETAILS AVAILABLE)

APG	GPA	07/24/82	8	1/15
DR BY	CHKD	DATE	ISSUE	SCALE
environment one CORPORATION				
ASSEMBLY, GRINDER PUMP MODEL 210 - 56				
PA 0856 P01				

EXHIBIT E-4

EXHIBIT B

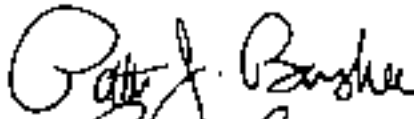
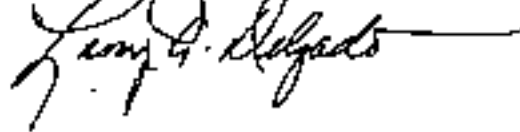
ORDINANCE NO. 1996-2
"LOS ALTOS SPECIAL MAINTENANCE DISTRICT" 1729027

Note: This ordinance was approved by the Santa Fe City Council at its meeting of January 31, 1996. Exhibits A and B referred to in Section 9 of the ordinance are omitted from this Exhibit B, because the conditions of approval in those exhibits were deemed by the City to have been met upon the recording of the final subdivision plat for the Los Altos subdivision. (See Exhibit A, Final Subdivision Plat.)

1 CITY OF SANTA FE, NEW MEXICO

2 BILL NO. 1988-1

3 INTRODUCED BY:

4 
5 

1729028

6
7
8
9
10 AN ORDINANCE

11 ESTABLISHING A SPECIAL MAINTENANCE DISTRICT TO BE KNOWN AS "LOS
12 ALTOS - SPECIAL MAINTENANCE DISTRICT."

13
14 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

15 Section 1. **SHORT TITLE.** This ordinance may be cited as the "Los Altos Special
16 Maintenance District Ordinance."

17 Section 2. **FINDINGS.** To promote the economic and general welfare of the city
18 of Santa Fe, to ensure the harmonious, orderly, and efficient growth and development of
19 the city of Santa Fe, and to ensure the proper maintenance of certain storm water
20 retention ponds and drainage control structures for the city of Santa Fe's residents, it is
21 deemed convenient and necessary by the governing body to establish a special
22 maintenance district for the Los Altos Subdivision.

23 Section 3. **PURPOSE.** The purpose of this special maintenance district is to
24 assess the residents of the Los Altos Subdivision for the actual costs incurred by the city
25 of Santa Fe for the inspection, maintenance, and repair of storm water retention ponds

1 and drainage control structures located within the Los Altos Subdivision, as the same are
2 shown in the drainage plans and details of the first subdivision plat and development
3 plan of the Los Altos Subdivision as approved by the Planning Commission at its meeting
4 of May 4, 1996, and as may be constructed from time to time by future lot owners, upon
5 receipt of prior approval from the City, so as to provide protection from storm waters
6 originating in the Los Altos Subdivision. Drainage control structures include underground
7 cisterns. 1729029

8 Section 4. ESTABLISHMENT OF SPECIAL MAINTENANCE DISTRICT. Upon
9 petition by Charles Döer, the owner of 100% of the lots within the Los Altos Subdivision,
10 for the establishment of a special maintenance district for the inspection, maintenance
11 and repair of the storm water retention ponds and drainage control structures located
12 within the Los Altos Subdivision, all to be installed by such owner, and/or required by him
13 to be installed by future lot owners under the Declaration of Covenants, Conditions and
14 Restrictions of Los Altos Subdivision and pursuant to all relevant approvals from the City,
15 and such owner's written waiver of the right to notice under Sections 3-33-14 and 3-33-15
16 NMSA 1978, there is hereby established, under the petition method of Section 3-33-14
17 NMSA 1978, *et seq.*, an improvement district known as the "Los Altos Special
18 Maintenance District."

19 Section 5. PERPETUAL AND NON-EXCLUSIVE RIGHT AND EASEMENT. The
20 city of Santa Fe shall have a perpetual and non-exclusive right and easement over
21 portions of the Los Altos Subdivision as may be necessary or appropriate, in the sole
22 discretion of the City necessary for the inspection, maintenance, and repair of the storm
23 water retention ponds and drainage control structures located within the Los Altos Special
24 Maintenance District including such structures as may be constructed on individual lots,
25 as shown on the plat entitled "Los Altos Subdivision -Tracts C, P, N - Estancia Primera
26

1 Final Subdivision Plat, plat date August 15, 1984, as subsequently revised, to be recorded
2 upon approval of this ordinance in the Real Property Records of Santa Fe County, New
3 Mexico. 1729030

4 Section 6. ASSESSMENTS. The assessment roll shall consist of Lots 1 through
5 21 of Los Altos Subdivision and, upon waiver by Charles Diker, the owner of 100% of the
6 lots within Los Altos Special Maintenance District, of his right to notice of a special
7 assessment hearing required by Section 3-33-21(C) NMSA 1978, the governing body of
8 the city of Santa Fe, by this ordinance, hereby levies the assessments as contained in the
9 assessment roll, at the initial annual rate of fifty dollars (\$50.00) per lot. Should the actual
10 cost of the inspection, maintenance and repair of such storm water retention ponds and
11 drainage control structures be either less or more than the previous year's assessment,
12 then the assessment rate shall be adjusted accordingly. In accordance with, and subject
13 to, Section 3-33-18 NMSA 1978, the assessment rate may vary among lots depending
14 upon the number of drainage control structures on any lot requiring inspection,
15 maintenance and repair.

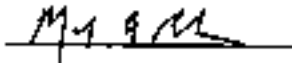
16 Section 7. DATE OF PAYMENT OF ASSESSMENTS. The first day of October
17 of each year is established as the date for payment of the assessments chargeable to
18 residents of lots in the Los Altos Special Maintenance District, with interest to accrue on
19 unpaid assessments at the rate of 1 1/2% per month, 18% per annum, from such
20 payment date until paid in full.

21 Section 8. ADVANCE PAYMENT OF ASSESSMENTS. The sum of \$20,000 must
22 be paid to the City prior to recording the final plat, by Charles Diker, the owner of 100%
23 of the lots within Los Altos Special Maintenance District, and is hereby accepted, as
24 advance payment, in full, of estimated assessments for the years 1985 through 1986.
25 Such advance payment amount shall be applied to the payment of actual assessments

1 for each year hereafter until the earlier of the end of the year 1997 or until such advance
2 payment amount shall be reduced to an amount providing a reserve against future
3 estimated assessments for a period of two years. Thereafter, the advance payment
4 reserve shall be maintained at an amount equal to the future estimated assessment for
5 a two year period, with any excess released to Charles Diker, and the city of Santa Fe
6 shall commence the annual assessments set forth in Section 6 and 7 above. The city of
7 Santa Fe shall provide annual assessment statements for the lots within such district
8 showing current balances of such advance payment. 180622T

9 Section 8. COMPLIANCE WITH CONDITIONS OF FINAL SUBDIVISION PLAT
10 APPROVAL. The special maintenance district for the Los Alcos Subdivison will not be
11 established until compliance with all planning commission and city staff conditions have
12 been demonstrated. These conditions are referenced in Exhibit A in the letters of
13 December 4 and 8, 1985, from John Vengrin to City Waterbidge, and Exhibit 6 in the
14 memorandum of December 4, 1985, from John Vengrin to City Waterbidge

15
16 APPROVED AS TO FORM:

17
18 
19 MARK BASHAM, DEPUTY CITY ATTORNEY
20
21
22
23
24
25

**EXHIBIT F
EPCSA ARCHITECTURAL GUIDELINES**

1729032

1729033

**ESTANCIA PRIMERA
ARCHITECTURAL GUIDELINES**

**A
HANDBOOK OF DESIGN CONCEPTS
AND
REQUIREMENTS
FOR
OWNERS, ARCHITECTS DESIGNERS & BUILDERS**

Revised October 13, 1998

This revision supersedes all previous versions

54

CONTENTS

1729034

Section A: PURPOSE AND PHILOSOPHY2

- 1. Purpose of Architectural Guidelines2
- 2. Estancia Primera Master Plan Philosophy2
- 3. Overall Site Planning & Design Considerations3
- 4. Building Arrangements - Design Considerations4

Section B: ARCHITECTURAL DESIGN CONSIDERATIONS7

- 1. Traditional Design Standards7
- 2. Massing and Scale8
- 3. Architectural Styles and Details10
 - 1. Old Santa Fe (Pueblo-Spanish)10
 - 2. Territorial12
 - 3. Contemporary Interpretation13
 - 4. The Mixing of Different Styles14
- 4. Roofs14
- 5. Surfacing of Outside Spaces15
- 6. Height and Topography Restriction15

Section C: PRIVATE ROAD & PARKING CONSIDERATIONS17

Section D: LANDSCAPE DESIGN CONSIDERATIONS19

Appendix I: Architectural Review Process and Methodology22

Appendix II: Estancia Primera Architectural Review Board
Application/Checklist26

Appendix III: Estancia Primera Architectural Review Board
Application/Checklist - Minor Exterior Projects32

October 13, 1998

1729035

PURPOSE AND PHILOSOPHY

Section A

October 13, 1998

Page 1

24

Section A. PURPOSE AND PHILOSOPHY

A. Purpose of Architectural Guidelines

1729036

In order to promote the economic, cultural and general welfare of the entire Estancia Primera Complex, and to ensure the harmonious, orderly and efficient growth and development of all the various phases of the project, it is essential that a general harmony as to style, form, color, proportion, texture, and material be insured.

The basis for the Architectural Guidelines are the originally adopted 28 April 1981 Conditions of Ordinance 1231-81 and 3 January 1983 Declaration of Covenants and Restrictions for Estancia Primera Community Services Association hereafter known as Master Restrictions and all Amendments and changes thereto and shall apply to that real property known generally as Estancia Primera.

These Architectural Guidelines supplement the Estancia Primera Master Restrictions and are adopted by the Architectural Review Board for the purpose of further enhancing and perfecting the value, desirability, and attractiveness of the Estancia Primera Neighborhood.

Definitions contained in Article I of the Master Restrictions are incorporated herein by reference.

B. Estancia Primera Master Plan Philosophy

The Estancia Primera property presented a unique challenge and opportunity to the project planning team. The site, comprising 169 acres in a single ownership, was the largest undeveloped in-town site remaining in Santa Fe, and is strategically located within a half mile from the Santa Fe Plaza.

The site is on a series of pinnacler wooded hillside or ridge areas overlooking the downtown area. The ridges are separated by arroyos, including The Arroyo Salto, which bisects the south side of the site.

The planning concept is to arrange single family lots in perimeter areas of the site where adjacent single family development is in close visual proximity. The balance of the site was planned as a series of smaller village clusters, typically ten to thirty homes in each.

Each village cluster relates closely to a ridge or other topographic element. Private roads serving each village generally run along ridge tops, and are surrounded by homes which are dug into the side slopes.

The homes then form a compound-like enclosure for the roads, turn arounds, and parking areas, screening cars from the view of surrounding homes. Each group of homes is arranged so that the surrounding slopes and arroyos are left undisturbed. Because of these village groupings, each

contoured appear independent from others. Since private access roads run along the fairly flat ridge tops, road cuts and fills are minimized. The houses themselves are planned to be "fired" to existing contours, without substantial re-grading or the creation of "pads" in the stair step fashion typical of many hillside developments. Strict limits on grading and vegetation disturbance around each cluster were designed to preserve the natural terrain in its present state. 1729037

These guidelines provide considerable architectural latitude for the design of each housing group. It is expected that there will be distinct variation in appearance from one grouping to another but that each will be internally consistent in design to give it a cohesiveness and sense of community. This design consistency should be carried out not only for building massing, detail, and color, but also for parking, landscaping, outdoor lighting, fences, walls, outdoor decoration, and numbering and identification of village clusters.

While the design task for the single family lots differs from the cluster areas in some ways, all of the same architectural criteria apply including building envelope restrictions related to slope and building heights.

C. Overall Site Planning & Design Considerations

The guiding principle at Estancia Primera is to subdue the visual impact of the cluster developments relative to the existing land forms and vegetation.

It is also the intent that individual villages appear to be separate entities relative to other villages at Estancia, yet the development should evolve and incorporate itself into the existing network of downtown Santa Fe neighborhoods.

1. Design Considerations with Natural Elements and Features

The entire Estancia Primera project is characterized by rolling terrain interspersed with drainage arroyos, New Mexico foothill vegetation, spectacular distant views and climate related to its foothill location. Continual consideration of these elements should be paid throughout the design and the construction process.

2. Terrain Management

Careful attention should be paid to the preservation of existing vegetation and existing drainage patterns. Road and building designs should evolve from the natural landscape. Each unit must provide terrain management in a manner approved by the city of Santa Fe.

3. View Management

Beautiful distant views are possible from most sites within Estancia Primera. However, clear distant views from every unit within the development cannot be guaranteed due to unit placement within tracts and in neighboring tracts.



D. Building Arrangements - Design Considerations

1. Grouping Units Entrance

Building must conform to the existing land and vegetation forms. Common wall attachment of more than four units is discouraged, and they must conform to the concepts established in the architectural guidelines in terms of varied massing and consistent human scale. Entrances within a grouping must help to identify individual units. Entries should be prominent and easily identifiable to visitors. Rows of repeated buildings are not permitted.

1729038

2. Public/Private Space

Building groupings should allow for a feeling of openness within the tract and be used as "mini" parks as well as allowing access to planned and "natural" circulation patterns within the entire development.

For maintenance as well as aesthetic reasons, public as opposed to private spaces must be clearly definable so that areas maintained by the homeowners' association are clearly separate from those maintained by homeowners. For design considerations, a distinction between shared space and private space is important.

3. Walls, Fences, Courtyard

Enclosed outdoor space must be defined as courtyards, patios or decks. These should be constructed of or enclosed with natural or native materials adobe, stuccoed masonry, railroad ties, cypress fences, wood, or stone. Long runs of common courtyard walls may be permitted, provided that open space and adequate drainage are incorporated in the plans and the walls themselves are varied in height and visually pleasing.

4. Outdoor Decorations

Outdoor decoration includes any publicly visible items such as benches, fountains, sculptures and light standards. Any such item must be of substantial appearance and consistent in color and detailing to the overall design of each housing group. Benches may be cast iron, concrete or of heavy timber design, or other materials as approved by the Architectural Review Board.

5. Lighting

Street lighting should be provided to illuminate intersections and cluster parking areas. All lighting must utilize screened "down-type" luminaires. This means that when viewed from a horizontal vantage point, the bulb or lens itself may not be seen. Maximum recommended height for light posts is fifteen (15) feet.

Building mounted lighting must also be of a "down-light" type. Security lights must be of the motion detection type. Spot lights shall not be conspicuously lit.

6. Entry Themes

The entry to individual clusters should subtly express quality and those architectural characteristics expressed in the actual building design. That characteristic is massing, scale and use of natural materials. It is suggested that masonry or heavy timber be used as the major structural element.

1729039

The entry theme should be the blend of the built environment with the natural and the traditional architecture of the Santa Fe area. Generally, this means a collection of smaller masses rather than single blocks and forms with stepped and staggered planes rather than one long or high surface.

Necessary lettering should keep the idea of simplicity in mind. Applied letters are acceptable as well as carved-in lettering. Natural materials and colors are suggested and lettering will not be bright metal or plastic or other materials that may fade or be easily damaged or vandalized.

7. Graphics & Unit Identification

Each cluster should have a clear numbering system for each unit. The numbers on units may appear as embedded number tiles or routed wood signs integrated into beams or gables.

Overall signage must be consistent in lettering styles. Only one letter face should be used in a building village. Clear, legible faces are recommended. Signs should be made of treated wood, concrete or cast iron. Wood signs should have carved-in letters and numbers. Metal signs such as real estate signs may be used on a temporary basis only for sales. Mailboxes and their lettering should be designed to match the overall signage theme.

8. Satellite Dishes

The ARB must approve placement of all Satellite Dishes. Dishes may not exceed 1 meter in diameter and should be placed on roofs as inconspicuously as possible. Placement on poles, in yards or on chimneys is discouraged.

1729040

ARCHITECTURAL DESIGN

Section B

October 13, 1998

Page 6

21

4. The rules to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents shall not protrude above the height of the parapet or should be otherwise obscured from view, unless approved by the Architectural Review Board.

1729042

5. True Old Santa Fe style buildings are made of adobe with mud plaster finish. Construction with masonry blocks, bricks, or other materials with which the adobe effect can be simulated is permissible, provided that the exterior walls are not less than seven (7) inches thick and plaster simulating adobe, laid on smoothly, is used.

III. Massing and Scale

The traditional architecture of Santa Fe is more clearly characterized by massing and scale than by any other element. Typically, this means that buildings are made up of collections of many smaller masses, not single blocks.

At Estancia Primera, the intent is to continue and strengthen this tradition, in buildings as well as walls and fences. This tradition grows largely out of the size limits of traditional adobe and timber building methods. Owners, architects, designers and builders are encouraged to emphasize the small scale massing by use of a number of techniques:

1. Horizontal Offsets - This can be achieved by stepping back horizontally so that no single wall plane exceeds thirty (30) feet in length.
2. Vertical Offsets - Changes in floor level and of ceiling heights can break up the building height and greatly improve the building scale. Generally, designs which have the entire roof of a house at one level should be avoided.
1. Building Heights - Excessively tall vertical heights in a single plane should be avoided. Generally two stories in one plane will be considered a maximum.
2. Other Scale Techniques - the use of deep set windows, covered porches and door openings can be useful in establishing scale and in breaking up long horizontal facades.

The expression of building forms as essentially "massive" is strongly encouraged. This does not preclude the use of frame construction, however. It only means that when frame is used, it should not be done in ways which make it appear as a "light frame" or "thin skin" building. Massiveness of walls can be made apparent by the depth of window and door recesses, and by the treatment of end walls.

Since the massiveness being suggested here grows out of a masonry tradition, care should be taken not to create conditions which are inconsistent with the tradition, such as

long overhangs or long, apparently unsupported spans over openings in walls.

3. Light and Shadow - the strong and consistent sunlight and contrasting shadows which typify Santa Fe may be one of a designer's strongest tools. Their use in helping to define and emphasize building masses should be arranged to maximize the play of light and shadow, especially on those building surfaces most often seen on entering the building, or as seen from neighboring buildings or villages.

1729043

4. Surface Material & Texture - The most dominant surface material in Santa Fe is stucco. It is a simple, sparse material which sets a plain backdrop for the play of light and shadow, and tends to allow otherwise insignificant elements (a cornice, a wooden lintel) to seem more important than they might otherwise appear.

Stucco or related materials which express a smooth but massive surface should predominate.

Thin-skin "curtain wall" buildings, including aluminum siding, metal panels, and mirrored glass, are not permitted.

Less surface texture and detailing is better than more.

5. Exterior Spaces - One of the most pleasant aspects of Santa Fe architecture is not necessarily the buildings themselves but the spaces between them. The transition from large public to smaller private outdoor space, and then to semi-enclosed spaces such as porches, and patios, open into buildings, is important.

The missing or composition of exterior spaces should be approached in the same way as is the missing of a building. One is the negative of the other.

Exterior spaces should be defined, and related in scale to the buildings which define them. Spaces should be organized in sequence -- as in small-to-medium-to-large. Abrupt changes from very small to very large, without use of a transition, are discouraged.

The use of spatial sequences to introduce elements of pleasant surprise (a fountain, a courtyard of flowers) is encouraged.

6. Color - the use of tans, browns, and earthtones on buildings at Estancia Primera is required. Use of colors not in this range, including white, is not permitted. However, white or other colors complementary to browns and tans may be used under porches and entrances. Very dark browns are not permitted.

7. Details, Balconies - Balconies should be integrated into the general mass of the building in a way that is harmonious with the overall shape, rather than jutting out or appearing as

an appendage to the building mass. Detail should be kept simple and in harmony with the overall design theme rather than appearing as "novelty" item or introducing a wholly new theme.

C. Architectural Style and Details

1729044

If the design of a project is to be reminiscent of the traditional historical styles, of either Pueblo-Spanish or Territorial, it should strive to enrich and support those traditions through the harmony of form, color, proportion, texture, materials and details. It is the intent of this section to define those traditional exterior elements to be used to support the unique character of the project.

10. Old Santa Fe (Pueblo-Spanish) - The origin of Pueblo-Spanish architectural style started with the Spanish Colonial period in 1598. It is characterized by flat roofs, simple forms of earth-tiled mud masonry and a vocabulary of small windows, recessed doors, walled courtyards, exposed vigas, porches and canal roof water drains to drain the mud and straw roofs.

The Pueblo-Spanish style most familiar to the Santa Fe area is the revival style of the early 20th Century. This style combined with most of the earlier vocabulary and, in addition, emphasized a massive, archless (irregular appearance with Taos Pueblo as a major design inspirational force).

a. Form and Mass

Simple block forms, with overlapping planes and an irregular appearance achieved by varied flat roof heights, are expressive of this style. Upper stories are stepped back from ground floor facades. Major emphasis on a massive, archless, square appearance achieved by extensive use of solid masonry walls, flat roofed porches and rounded, softer hand-worked appearing shapes. Mass predominates over openings.

b. Materials and Color

Strong emphasis on natural materials such as wood and stone and natural earth-tiled materials such as brick and shades of brown stucco. Wood may be rough-sawn or finished lumber but should be consistent throughout. Ornamentation of wood is achieved by chiseled decoration on the flat surfaces or change in pattern or texture.

The typical exterior wall material is stucco and has a smooth, hand worked appearance which is traditionally earth-tiled to blend in with the surrounding natural environment.

Finished roof color is also traditionally the same or similar color as the walls. All roof structures are traditionally exposed wood beams and wood deck (rough-sawn or finished lumber) construction. Porches have exposed vigas and wood decked flat roofs.

Vigas rest on wood beams which in turn are carried on corbels to round wood columns. The hard floor surface of portals are brick or stone.

Courtyards are walled with stucco covered masonry that matches with the walls and wall color of the building.

1729045

Hard ground surface may be of brick, stone or exposed aggregate concrete. Steps on the exterior of the buildings may be of brick, stone, exposed aggregate concrete or full thickness (translucent) wood.

c. Detailing

Both in structural methods and finished appearance, this style is characterized by simplicity.

Structurally, vigas rest on top of major beams rather than being mechanically attached to the beams.

When a viga is supported by a wall it is projected into the wall or, if it is an exterior wall, the viga may extend out beyond the facade to act as decoration or to support a flat roof as a shading device.

Large beams resting on wood columns have a corbel as a transitional device to increase load bearing surface.

Exterior wall corners and edges of wall penetrations are characterized by a lack of sharp, crisp, detailed edges. Walls roll into a framed opening, exposing the wood joints, rather than butting to the frame or turning a sharp 90 Degree angle and covering the frame.

Doors and windows are recessed into the exterior wall, and traditionally trimmed with a wood frame. They have an exposed wood lintel above and are provided with a sloped wood, brick, tile or stucco sill.

Small window panes are traditional and where larger window areas occur a series of small window panes may be obtained.

Additionally, massive buttressing is a common element and visually occurs at corners adjacent to wall penetrations and especially where corner fireplaces exist.

Parapets are usually low and are a continuation of the wall. There is no change in material or color at the parapet and the plane changes from the plane of the wall only inward toward the roof. Canal roof drains are typical and may be constructed of wood or lined with sheet metal.

October 13, 1998

Page 11

October 13, 1998

Page 12

44

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Gates and wall penetration grills (windows, courtyard wall openings or similar penetrations) are wood. Gates are massive and heavy in appearance and traditionally have strong locking large metal hinges, bolts and latches. Grills, if used, are vertical wood bars.

1729046

2. Territorial

The Territorial style made its appearance in New Mexico at about the same time that General Kearny and the United States Army came to New Mexico. They brought their own architectural tradition that was more Eastern, and Greek Revival in style.

Because of the lack of quality finished materials and the need for expediency, the Territorial style that we are most familiar with today is really a merging of Pueblo-Spanish with the Greek Revival style of the East.

This style is characterized by doors and windows set almost in the outside wall surface, surrounded with wood trim and capped with either a simple or highly sculpted pedimented lintel. Portal columns became more square and corbels were replaced with a Doric style capital.

Additionally, two important modifications took place. First a bevel coping was placed on top of the Pueblo-Spanish adobe parapet and later, low pitched shed or gable roof shapes covered with horizontal metal were placed over an earlier mud roof. These two modifications helped stop wall erosion and leaks in the roof.

a. Form and Mass

Similar to Pueblo-Spanish with some major modifications. There is a more regular, symmetrical appearance both in plans and massing. Window arches are larger and porches become more elaborate with balustrade set between square posts as a common element.

b. Materials and Color

Still a strong emphasis on adobe materials as in the Pueblo-Spanish style with the addition of metal roofing for pitched roofs and the stronger emphasis on milled lumber and wood decoration.

Additionally, the exterior wood trim is more likely to be painted than with the Pueblo-Spanish style. Brick is always used as a parapet cap on flat roof buildings.

Window and door openings are always trimmed with wood and a pedimented lintel is used in varied degrees of ornamentation. Wood trim is painted a light color contrasting the darker earth-tone stucco exterior walls.

c. Details

Window and doors are set near the masonry wall surface. They are surrounded by a wood casing and finish as previously described.

This trim may be simple and flat or built-up with wood molding. However, this detail should be consistent throughout the building. 1729047

The portal post may be square, with chamfered corners or built up with milled lumber. The column capital is a simplified Doric design and the column usually rests on a simple flat wood pith. All beams and vigas are rectangular sections.

Brick caps at parapets should follow this general appearance. One course of running bond on which is set a course of alternately recessed and projection headers or a single course of headers set at a 45 degree angle. Finally, one or two courses of running bond to finish the cap.

In regards to eave sliding, a portal is more typical than broad roof overhangs.

All gates and grills at wall penetrations are wood as described in the Pueblo-Spanish style with the modifications of being more adorned as can be done with milled wood products.

3. Contemporary Interpretation

Each of these Architectural traditions may be reinterpreted. Basic clarity and the use-mix of styles are important considerations. For example, buildings growing out of the Pueblo style must have recessed windows. Windows which flush out or protrude are unacceptable.

Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

1. No building shall be over two (2) stories in height in any facade unless the facade shall include projecting or recessed porches, setbacks or other design elements.
2. The combined door and window area in any publicly visible facade shall not exceed forty (40%) percent of the total area of the facade except for doors or windows located under a portal.
3. No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or so part of the roof treatment described below.
4. No less than eighty (80%) percent of the surface area of any publicly visible

facade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible facade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided.

5. The publicly visible facade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate light earth or dark earth color, matte or dull finish and of relatively smooth texture. Facade surfaces under portales may be of contrasting or complimentary colors.
6. Flat roofs shall have no more than thirty (30) inches overhang.

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4. The Mixing of Different Styles

The Pueblo window may not be mixed with a Territorial beak coping on the parapet and vice versa.

On a Territorial building, the window frame of white or approved color, painted wood sits flush on the outside surface, and the wall depth is expressed inside.

Contemporary adaptations of traditional styles may employ the use of considerably more glass than the traditional versions did. This may be done as long as they appear as fundamentally "mass" rather than thin skin or thin wall structures. Generally the larger the glass area, the more massive the end walls must be which bracket each end of the glass area.

D. Roofs

All contemporary interpretations should be "wall dominated" designs. Overly prominent roofs are discouraged. Generally this includes but is not limited to domes, paraboloids, foiled planes, catenarics, mansards.

1. Flat roofs which have overhanging portions are acceptable.
2. Roofing materials for flat or near-flat roofs, conventional built up roofing may be used, with tan gravel. Spray on roofs of the foam-in-place type is permitted, but the surface coat must be listed in tan or brown.
3. No white roof coatings are permitted. The edge of stucco meeting the roofing membrane should be struck cleanly or plaster-stopped to avoid ragged edges where stucco meets roof membrane. Mineral felt backflashing should be tan in color.
4. No roof mounted equipment may be used unless it is architecturally screened. TV or ham radio antennas, or other antennas of any kind are not permitted. All vents, stacks, and other roof protrusions should be match painted to stucco color.

facade shall be stucco finish, or stucco simulating stucco finish. The balance of the publicly visible facade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided.

5. The publicly visible facade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate light earth or dark earth color, masonry or split finish and of relatively smooth texture. Facade surfaces under porches may be of contrasting or complementary colors.
6. Flat roofs shall have no more than sixty (60) inches overhang.

1725048

4. The Mixing of Different Styles

The Pueblo window may not be mixed with a Territorial beak coping on the parapet and vice versa.

On a Territorial building, the window frame of white or approved color, painted wood sash finish on the outside surface, and the wall depth is expressed inside.

Contemporary adaptations of traditional styles may employ the use of considerably more glass than the traditional versions did. This may be done as long as they appear as fundamentally "mass" rather than thin skin or thin wall structures. Generally the larger a glass area, the more massive the end walls must be which bracket each end of the glass area.

D. Roofs

All contemporary adaptations should be "well dominated" designs. Overly prominent roofs are discouraged. Essentially this includes but is not limited to domes, paraboloids, folded planes, catenaries, cones, etc.

1. Flat roofs which have overhanging portions are acceptable.
2. Roofing materials for flat or near-flat roofs, conventional built up roofing may be used, with tan gravel. Spray on roofs of the foam-in-place type is permitted, but the surface color must be tinted to tan or brown.
3. No white roof coatings are permitted. The edge of stucco meeting the roofing membrane should be struck cleanly or plane-stopped to avoid ragged edges where stucco meets roof membrane. Mineral seal backfilling should be tan in color.
4. No roof mounted equipment may be used unless it is architecturally screened. TV or ham radio antennas, or other antennas of any kind are not permitted. All vents, stacks, and other roof protrusions should be match painted to stucco color.

1729050

PRIVATE ROAD AND PARKING CONSIDERATIONS

Section C

October 13, 1998

Page 16

99

SECTION C. PRIVATE ROAD & PARKING CONSIDERATIONS

A. Regulations

Private roads should be in accordance with the detailed design and current regulations required by the City of Santa Fe and the Santa Fe fire department.

1729051

2. Parking

Each unit will require off-street parking for two (2) cars. A 20 ft. deep space in front of garages should be maintained for at least two (2) cars. Most temporary parking can be accommodated along the street shoulder, but provision of defined guest parking spaces is required.

3. Garages

Every residential unit shall have a garage of at least a two (2) car capacity. Garage doors shall be of the overhead design or as approved by the Architectural Review Board.

4. Garage and Guest Parking

Areas should be screened as best as can be done to break up the view of vehicles from any given point. Several techniques are useful for this. Alternate orientation of garage doors, screen walls and fences, beams, plant materials, and building placement.



1729052

LANDSCAPE DESIGN

Section D

October 13, 1998

Page 18



SECTION D. LANDSCAPE DESIGN CONSIDERATIONS

The primary intentions in landscape design and plantings are

- 1) the maintenance and definition of views;
- 2) the definition of neighborhoods through streetscapes;
- 3) the maintenance and stabilization of existing slopes;
- 4) the use of native vegetation making use of on-site drainage.

A. View Maintenance

View maintenance is of particular concern at Esencia Primera as views are, of course, an important aspect in an individual tract's design. Great care must be taken that any plantings protect or enhance views from adjacent sites.

B. Street Trees

Street trees should follow a consistent theme within any village, and should receive their primary water supply from ponding systems related to the developed drainage systems. Street trees should not hinder views from within the village cluster or from adjacent tracts.

C. Other Trees

Other trees may be ornamental trees for use in parks or at entries or screen trees used to block wind, noise and undesirable views, provided they do not hinder views from adjacent tracts.

D. Slope Stabilization & Planting

Grasses, ground covers and shrubs with spreading root systems will be especially effective in slope stabilization. These should be used in conjunction with brow ditch systems and construction systems used at steep slopes.

Retaining walls should be in keeping with the architectural theme of blending built environment with the natural environment. Stone and heavy timbers should be the primary materials for both retaining and rip-rap. Stepped and/or staggered planes are better than one large mass.

E. Slope Retention Walls

The same principles apply here as for slope stabilization and planting.

F. Native versus Domestic Plantings

Native plantings are strongly urged due to their low maintenance and drought resistant character. The beauty of Chamisa and Asters blooming in August, and the slope stabilizer characteristics of New Mexico Locusts make native plantings very appropriate in Esencia Primera.

Q. Irrigation

Integrating drainage engineering with planting systems will be a major part of the landscaping scheme. The use of channels will be strongly encouraged in all tracts. Drip irrigation should comprise the main portion of any artificial irrigating system.

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H. Soil Additives

Compost shall be decomposed, sterile organic material such as cotton bolls, pine bark, or sterile manure products or approved equal fertilizer. This material shall have been composted at least six (6) months and shall be free of grass, weed seed, debris, or any toxic substances. The landscape contractor may at his option substitute peat moss in equal quantities for the above compost materials. This will be spread to a minimum depth of 1/4" and a maximum depth of 1/2" over the entire area. The above soil amendment material shall consist of (a mixture of 2/3 compost and 1/2 volume existing soil).

I. Maintenance

Maintenance shall be a requirement of each neighborhood association.

J. Plant & Tree List

The following are suggested native and domestic plantings for low maintenance.

Grasses

Western Wheatgrass (*Agropyron Scribneri*)
Little Bluestem (*Andropogon scoparius*)
Side Oats Grass (*Bouteloua Curtiniana*)
Blue Oatgrass (*Bouteloua gracilis*)
Buffalograss (*Buchloe Dactyloides*)
Indian Blugrass (*Oryzopsis Hymenoides*)

Flowers

Desert Marigold (*Baileya Multiradiata*)
Columbine (*Aquilegia*)
Purple Aster (*Aster Bigelovii*)
Wild Popple (*Echinocitta*)
Blanketflower, Firewheel (*Gaillardia*)
Firechick (*Ipomopsis Aggoupa*)
Blue Flax (*Linum Lewisii*)
Coneflower (*Ratibida Columnaris*)

Shrubs or Small Trees

Rocky Mountain Sage (A. Glabrum)
Indigo Bush (*Amorpha Canadensis*)
Wormwood Sagebrush (*Artemisia*)
Four-Wing Saltbush (*Atriplex Canadensis*)

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Old-Leaf Mountain Mahogany (*Quercus laevis*)
Mountain Mahogany (*Q. murrayi*)
Fertilebush (*Chamaebotrys illinoensis*)
Rabbitbrush, Chamisa (*Chrysothamnus*)
Virgin's Bower (*Clematis ligusticifolia*)
wood vine for steep slopes, flowering
Cliff Rose (*Covillea mexicana*)
Apache Plume (*Palouea parviflora*)
New Mexico Privet (*Forsteria neo-mexicana*)
Rocky Mountain Juniper (*Juniperus scopulorum*)
Creeping Mahonia (*Mahonia repens*)
Pinon Pine (*Pinus edulis*)
Bimabby Ceanothus (*Quercus parviflora*)
Three-Leaf Sumac (*Rhus trilobata*)
Golden Currant (*Ribes aureum*)
Austrian Cypripedium (*Rosa foetida bicolor*)
Silver Buffaloberry (*Shepherdia argentea*)

1729055

Trees

Bigtooth Maple (*A. grandidentatum*)
Smooth Cypress (*C. glabra*)
Russian Olive (*Elaeagnus angustifolia*)
Pinon Pine (*Pinus edulis*)
Lemon Leaf Cottonwood (*Populus alamosa*)
Narrow Leaf Cottonwood (*Populus angustifolia*)
Arizona White Oak (*Quercus arizonica*)
Cocopalme Oak (*Q. muhlenbergii*)
New Mexico Locust (*Rhizin neomexicana*)

The native plants listed above were selected for their excellent adaptability to the Estancia Primera site. All are hardy, low maintenance plants that require little or no watering after a first season of generous watering. Some plants listed are more adapted to sloping sites, windbreaks or erosion control than others and therefore should be selected for their intended use. Consultation with a qualified nursery is suggested for best results.

APPENDIX I

ARCHITECTURAL REVIEW PROCESS AND METHODOLOGY

1729056

Introduction

The Architectural Guidelines were developed to provide a framework to describe and define the overall design objectives for the planned community environment of Estancia Primera. These objectives extend to the master developer, the merchant builders, builders of other community facilities, architects, designers and ultimately the residents of Estancia Primera. Although the objectives of style, community character and quality are designed to be self-explanatory, there is a need for architectural review of all plans in order to assure the proper interpretation of the Guidelines and to minimize variance from the Guidelines.

The provisions for architectural control are established in the Architectural Guidelines and the Declaration of Covenants. The overall community architectural control and guidelines regulation is within the province of the Homeowners Association of Estancia Primera.

Concept

An overall master Homeowners Association will be established to cover all of Estancia Primera. The primary objective of this master association will be to manage and maintain the community recreation areas, and landscaping in the medians and along the edges of major parkways. Another major function of the master association will be to administer architectural control in accordance with the design review standards established by the developer, and subject to the Declaration of Covenants, Conditions and Restrictions. A secondary but nevertheless important function of the master association will be to act as the forum for community input to the overall management of the community's affairs, a function which will increase in importance as the community develops and control of the master association is gradually shifted from the developer to the residents of the community.

Architectural Control

The master association provides for architectural control of all properties in the community through the establishment of an Architectural Review Board, consisting of no fewer than three (3) members approved by the Board of Directors of the Homeowners Association, for three (3) year terms, which administers the architectural review process for the entire community of Estancia Primera. All decisions of the Architectural Review Board may be appealed to the Board of Directors, which will make the final and binding determination in the event of such an appeal.

The primary function of the Architectural Review Board shall be to coordinate the architectural review process from a community-wide focus and to ensure that individual neighborhood

architectural rules and standards are in conformance with the overall consistency of Estancia Prieta.
Required Material Provided to Owner, Architect, Developer or Builder

1. Conditions of Ordinance 1981-J
2. Declaration of Covenants and Restrictions for Estancia Prieta Community Services Association and the local neighborhood tract
3. Bylaws of Estancia Prieta Community Services Association and the local neighborhood tract
4. Architectural Guidelines for Estancia Prieta Community Services Association and the local neighborhood tract
5. Application/Checklist

1729057

The owner or his representative understands that construction CANNOT start without the full approval of all plans and elevations by the Architectural Review Board.

All landscaping, fencing and walls and their materials must be approved by the Architectural Review Board prior to installation. Property lines can not be totally fenced or walled. The Architectural Review Board will review each request on a site by site basis to insure maintaining an open rural visual appearance. Certain things shall not be considered landscaping: such as weeding, flowers, shrubs, bushes or one small tree under 6 feet in height.

No improvements shall be erected or placed on any portion of the property and no alterations or additions to any such improvements shall be made, until complete plans and specifications have been submitted and approved in writing by the Architectural Review Board. If the property is located within a Neighborhood, Cluster or tract having its own duly constituted Architectural Review Board, the plans and specifications shall be first submitted to that Architectural Review Board for written recommendations as to approval or disapproval, prior to submittal to the Architectural Review Board. The recommendations by the Local Association's Architectural Review Board will be given preferential consideration by the Architectural Review Board. The Architectural Review Board will make the final decision and will promptly inform in writing the Local association and the applicant.

Submittals Required to Architectural Review Board

Required material shall contain at a minimum the information requested by the Estancia Prieta Architectural Review Board Application/Checklist attached as Appendix II. The applicant shall submit at least two (2) complete sets of plans for each submittal along with appropriate fees. The tract association may require submittals and application fees additional to that required by the ARB.

Exterior Signage

Required material shall contain at a minimum the information requested by the Estancia Prieta Architectural Review Board Application/Checklist - Minor Exterior Projects attached as Appendix III. The applicant shall submit at least two (2) complete sets of plans for each submittal along with

appropriate fees. The tract association may require submittals and application fees additional to that required by the ARB.

Any changes, remodeling, reconstruction, alterations or additions to any building or other structure, including fencing and walls, on any lot or building site shall also be subject to the prior approval in writing by the Architectural Review Board.

1729058

The location of buildings or improvements shall be staked on the site prior to such approval.

Approval of such plans and specifications shall be evidenced by the written endorsement of the Architectural Review Board made on said plans and specifications, and a copy thereof shall be delivered by the Architectural Review Board to the owner of the lot or building site, or to his agent or representative prior to the commencement of construction. One set of said plans and specifications shall be retained by the Board.

Prohibited Structures

No modular homes, prefabricated structures or mobile homes may be placed on or kept at any building site without the prior written approval of the Architectural Review Board. No temporary home, dwelling, garage, outbuilding, trailer or other structure shall be placed or erected upon any property, except during construction for the storage of tools or equipment.

Control of Interior Design

The Architectural Review Board of EPCSA does not review nor control the interior design of a residential structure. For purposes of clarification, the prohibition against guest houses under Art. 6.19 of the Declaration of Covenants and Restrictions of EPCSA does not apply to guest quarters which are incorporated into the main residential structure.

Disapproval of Plans

The Architectural Review Board shall have the right to disapprove any plans and specifications submitted to it for any one or more of the following reasons:

1. If the plans and specifications are not in sufficient detail or are incomplete.
2. If, in the opinion of said Architectural Review Board, the architectural design of the proposed building or structure as shown by said plans and specifications, plan plans, including exterior color scheme, or the location of any structure, is not in harmony with the general surroundings, or with the building or structures, or proposed building or structures, within the tract in which said proposed building structure is intended to be erected.

Timing of Approval and Construction

October 13, 1998

Page 24

The Architectural Review Board shall approve or disapprove such plans and specifications within thirty (30) days after receipt thereof.

Construction shall commence not later than one (1) year after approval of plans and specifications.

The exterior construction, including the final color coat, shall be fully completed within one (1) year after commencement of construction.

1729059

No residence planned or erected on any lot or building site shall be occupied in any manner while in the course of construction, or at any time prior to the time when the exterior is fully functional for residential purposes. Nor shall any residence be occupied until made to comply with the approved plans, and all other conditions and restrictions herein set forth.

Upon completion of improvements for which plans and specifications have been approved, the Owner shall notify the Architectural Review Board in writing that the work is complete. The Architectural Review Board will, within thirty (30) days of receipt of the Completion Notice, inspect the completed work and take one of the following actions:

1. Send the Owner a Notice of Approval of Work if the work is in conformity and compliance with the approved plans and specifications.
2. Send the Owner a Notice of Disapproval of Work if the work is not in conformity and compliance with the approved plans and specifications, stating the particular grounds for such disapproval and the Owner shall be obligated to take such action as may be necessary to effect such compliance and conformity, without delay.
3. At the completion of any necessary corrections the Architectural Review Board will then reinspect the work within thirty (30) days to approve or disapprove the corrections.

The Architectural Review Board's Right to Payment of Expenses

An owner shall pay reasonable expenses to the Architectural Review Board for the examination, and approval or disapproval of plans and specifications submitted for structures or improvements to be erected or changes or alterations in existing structures or improvements. The Committee may, at its option, waive its right to such expenses in any particular instance.

Non Liability of the Architectural Review Board

The Architectural Review Board shall not be responsible for any defects in said plans or specifications or in any building or structure erected according to such plans and specifications. The Architectural Review Board shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-observance of itself, its agents or employees, arising out of or in

connection with the approval or disapproval, or failure to approve any such plans. Any person or entity submitting of such plans, waives all claims for damages resulting from any such acts or omissions.

1729060

October 13, 1998

Page 26

149

APPENDIX II

ESTANCIA PRIMERA

1729061

ARCHITECTURAL REVIEW BOARD

APPLICATION/CHECKLIST

October 13, 1998

Page 27

110

ARCHITECTURAL REVIEW BOARD (ARB)
of the Estancia Prieta Community Services Association (EPCSA)

Application/Checklist
Date _____

1729062

Please respond to all pertinent questions on the application/checklist and submit it with two (2) sets of your construction plans to the ARB for review and approval prior to application for a City of Santa Fe building permit. One set of the plans will be returned upon approval, the second set will be retained in the ARB files.

If this application/checklist is not complete, your application for the ARB review will be deferred. No plans will be approved by the ARB until all the information requested and the deposit check is furnished. The undersigned understands that construction CANNOT start without the ARB's full approval of all plans and elevations or a penalty described herein shall be levied.

Any and all revisions or modifications except interior modifications made after the initial approval by the ARB must also be reviewed and approved by the ARB.

GENERAL INFORMATION

SECTION 1

4. Subdivision/Tract _____ b. Lot# _____
5. Street Address _____
6. Applicant's name _____ c. Phone _____
6. Current mailing address _____
7. General Contractor _____ h. Phone _____
8. Architect/Designer _____ j. Phone _____
11. Est. start date _____ i. Est. finish date _____
13. Lender _____
14. Lender's address _____ o. Phone _____
16. Project type: 1. Single family unit _____ 2. Multi-developer project _____ 3. Walk _____
4. Fence _____ 5. Landscaping _____ 6. Other _____
17. Type of request: 1. Concept approval _____ 2. Final approval _____ 3. Other _____
18. Deposit (Road damage/clean up) [see Section 5f] ...\$1,000.00 Enclosed _____

Owner, architect and builder hereby acknowledge price receipt of:

1. Conditions of Ordinance 1981-3 _____
2. Declaration of Covenants & restrictions for EPCSA and Tract _____
3. Bylaws for EPCSA and Tract _____
4. Architectural Guidelines for EPCSA and Tract _____

The ARB will meet as necessary to facilitate timely review of all applications submitted.

Owner's signature

Architect's signature

Builder's signature

All drawings shall include but not necessarily be limited to the following:

SECTION 2: SITE PLAN CHECKLIST

1729053

- a. Submit a site plan drawn at a minimum 1" = 50'-0", or as required for clarity of information for a cluster, or minimum 1" = 20'-0" single family detached structures.
- b. Indicate all property line bearings, dimensions, angle points, curve radii and lengths, etc. and indicate all topography contours at 2-foot intervals.
- c. Indicate the footprints of all proposed structures.
- d. Indicate, where applicable, roof overhangs by means of short dashed line.
- e. At corner lots, indicate which street is going to be indicated as the front.
- f. Required minimum front yard setback _____ Shown? _____
- g. Required minimum front yard setback _____ Shown? _____
- h. Required minimum right side yard setback _____ Shown? _____
- i. Required minimum left side yard setback _____ Shown? _____
- j. Indicate all setbacks by measuring along the shortest straight line that is perpendicular to the property line.
- k. Indicate all public, private and Association sidewalk locations, width and materials.
- l. Indicate lead walk locations and materials.
- m. Indicate driveway locations, width and materials.
- n. Indicate the location, dimensions and materials of all patios, concrete slabs, decks, stoops and porches (portals).
- o. Indicate the location of existing light poles, phone pedestal, power transformer, CATV, sewer, water and other utilities.
- p. Indicate the location, height, width, construction materials and finishes of all patio walls and decks.
- q. Indicate the location, grade separation heights, construction materials and finishes of all retaining walls.
- r. Indicate the locations of all yard access gates, their heights, construction materials, finish and color.
- s. Indicate the original grade elevations at all property corners and the proposed changes in grade elevations.
- t. Indicate all proposed finished floor elevations.
- u. Indicate all proposed methods to retain site drainage, direction of flow, construction materials, etc.
- v. Indicate proposed landscaping on site plan.
- w. Show original (existing) contours and altered (final) contours related to a subdivision datum or individual bench mark. All slab or foundation elevations should be relative to this datum or bench mark.

113

SECTION 3: BUILDING ELEVATIONS

- ___ a. Submit elevations of each facade of the structure at 1/2" or 1/4" scale.
- ___ b. Elevations must identify all materials, finishes and colors; including all trim and roof materials. Exterior color: Brick/ston _____; Driftwood _____; Fawn _____; Adobe _____;
- ___ c. Indicate the maximum height of each facade to existing grade and final grade.

SECTION 4: FLOOR PLANS

1729064

- ___ a. Submit an architectural floor plan of all proposed floor levels at 1/8" or 1/4" to match elevation drawings and scale.
- ___ b. Identify all proposed living, mechanical, garage, storage areas, etc. on floor plan(s) including dimensions of each room.
- ___ c. Indicate on plans the square footage totals for heated areas and support area.
- ___ d. Indicate required minimum heated area for subdivision _____. How much is provided in your plan? _____.

SECTION 5: MISCELLANEOUS INFORMATION

- ___ a. Indicate on the site plan the mounting location, number of, and screening of all air conditioners, solar collectors, mechanical units, etc.
- ___ b. Submit an architectural detail of all proposed screening methods.
- ___ c. Submit detailed information about mounting, location and screening of any other exterior equipment.
- ___ d. Submit any other presentation information that may more fully clarify the project, i.e., renderings, a model, etc.
- ___ e. Unless main access road is asphalt, all impervious materials used for driveways, walkways, patio or other outdoor spaces shall be earth-tone in color. Variations must be reviewed by the ARB on a case by case basis.
- ___ f. Provide a \$1,000.00 deposit for trash control, site cleanliness, repair of any damage to private roads in Estancia Prieta and to employ a surveyor to verify foundation location and vertical elevations if contractor does not submit them to the ARB in ten (10) working days of when required. Any Portion of the deposit not used by the ARB or the Tract Association or Tract ARB will be returned after final approval has been granted. Note: the builder is responsible for all costs in excess of the damage deposit and is required to return BPCSA roads to pre-construction condition.
- ___ g. An owner shall pay reasonable expenses to the ARB and Tract Association or Tract ARB for the examination and approval or disapproval of plans and specifications submitted for structures or improvements to be erected, or changes or alterations in existing structures or improvements. The ARB and Tract Association or Tract ARB may, at its option, waive the right to such expenses in any particular instance.
- ___ h. Identify satellite dish location for approval.

SECTION 6: INSTRUCTIONS/REQUIREMENTS FOR BUILDERS

1. Radios and other Audio Equipment playing on construction sites at Estancia Primera are not permitted.
2. No pets may be brought into Estancia Primera by construction personnel. 1229065
3. Daily working hours for each construction site shall be from 7:00 AM to 7:00 PM Monday through Saturday. Any exceptions must be approved by the ARB.
4. Each Builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets shall be located only within the Building Envelope of each job site. In the event of multiple projects being undertaken on adjoining lots, toilet facilities are not necessarily required for each lot.
5. Each Builder shall be responsible for providing an enclosed means of collecting and retaining all trash, rubbish and building materials on the site.
6. Each Builder shall be responsible for seeing that all roads are returned to their original condition no more than thirty (30) days after completion of the project. Any violation will subject the Builder to forfeiture of the road damage deposit or the amount of the repairs, whichever is greater.
7. Private and construction vehicles and machinery shall be parked only within the building envelope, if possible. All vehicles shall be parked so as not to inhibit traffic or block driveways. Each Builder shall be responsible for his subcontractors and suppliers obeying the speed limits posted within Estancia Primera.
8. All excess excavation materials must be hauled away from Estancia Primera. All rubbish, trash and waste shall be removed from the building site on a regular basis and hauled away from Estancia Primera.
9. In the event blasting is necessary on any construction site, the Estancia Primera ARB must be informed far enough in advance to make certain that the applicant has obtained the advice of airport consultants that the blasting may be accomplished safely. It is also the Builder's responsibility to see that all residents in the area are alerted that blasting is to occur.
10. There shall be no exterior fires on the construction site.
11. Nothing should be done to or placed on the construction site which shall become a nuisance, including without limitation, dumping of rubbish, trash or waste which causes drainage problems or erosion on either the construction site or neighboring property.
12. In order to enforce the above requirements, the EPCSA, or Estancia Primera ARB or the tract ARB shall have the right to contact authorities to impound the pets, to refuse to permit the Builder or

subcontractor involved in any violation to continue to work on the project, or to take such other action as described above as may be permitted by law. The failure of the Builder to comply with any of these requirements may subject the Builder to monetary penalties and/or forfeiture of deposit.

1729066

ESTANCIA PRIMERA, Tract _____, Lot _____
(Name of applicant)

ARB approval does not constitute or imply City of Santa Fe approval.

ARB approval is contingent upon receiving Certification by a licensed surveyor provided to the Estancia Primera ARB in fifteen (15) working days as noted below for:

1. Setback distances of perimeter foundation at completion of stem walls measured along the shortest straight lines perpendicular to all lot lines. Highest natural undisturbed ground level on the building site and the lowest undisturbed ground level measured along the perimeter at the foundation also are to be registered at this time.
2. Verification that the building roof line for each dwelling unit does not exceed twenty (20) vertical feet above the original natural ground surface at any point along the building foundation and the finished floor elevation at any point does not exceed five (5) vertical feet above the original grade below that point: to be determined at the time of the City of Santa Fe's final inspection.

ARB COMMITTEE ACTION:

DENIED _____ DATE _____ SIGNATURE _____

CONCEPT APP'L _____ DATE _____ SIGNATURE _____

COND'L APP'L _____ DATE _____ SIGNATURE _____

FINAL APPROVAL _____ DATE _____ SIGNATURE _____

NOTICE: A penalty of not less than \$1,000.00 will be levied against Contractor or Owner in the event construction commences prior to ARB conditional approval of the Project.

October 13, 1992

Page 32

4



APPENDIX III

1729068

ESTANCIA PRIMERA
ARCHITECTURAL REVIEW BOARD

APPLICATION/CHECKLIST
MINOR EXTERIOR PROJECTS

October 13, 1998

Page 34

11



ARCHITECTURAL REVIEW BOARD (ARB)
of the Escondido Primers Community Services Association (EPCSA)

Application/Checklist

Date _____

1729069

Please respond to all pertinent questions on the application/checklist and submit it with two (2) sets of your construction plans to the ARB for review and approval prior to application for a City of Santa Fe building permit. One set of the plans will be returned upon approval, the second set will be retained in the ARB files.

If this application/checklist is not complete, your application for the ARB review will be deferred. No plans will be approved by the ARB until all the information requested and the deposit check is furnished. The undersigned understand that construction **CANNOT** start without the ARB's full approval of all plans and elevations or a penalty described herein shall be levied.

Any and all revisions or modifications except interior modifications made after the initial approval by the ARB must also be reviewed and approved by the ARB.

GENERAL INFORMATION

SECTION 1

5. Subdivision/Tract _____ b. Lot# _____
7. Street Address _____
8. Applicant's name _____ a. Phone _____
9. Current mailing address _____
9. General Contractor _____ b. Phone _____
10. Architect/designer _____ j. Phone _____
11. Est. start date _____ l. Est. finish date _____
15. Lender _____
16. Lender's address _____ a. Phone _____
19. Project type: 1. Wall _____ 2. Fence _____ 3. Landscaping _____
4. Lawn Ornament _____ 5. Other _____
20. Type of request: 1. Concept approval _____ 2. Final approval _____ 3. Other _____
21. Deposit (Road damage/clean up) (see Section 4c) \$250.00 Enclosed _____

Owner, architect and builder hereby acknowledge prior receipt of:

5. Conditions of Ordinances 1981-3 _____
6. Declaration of Covenants & restrictions for EPCSA and Tract _____
7. Bylaws for EPCSA and Tract _____
8. Architectural Guidelines for EPCSA and Tract _____

The ARB will meet as necessary to facilitate timely review of all applications submitted.

October 13, 1998

Page 35

118

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LOS ALTOS SUBDIVISION

1786055

All of the lot owners of the Los Altos Subdivision having been pooled, and a majority of the voting power of the lot owners having voted to amend the Declaration of Covenants, Conditions and Restrictions of Los Altos Subdivision filed for record on January 24, 2000 as Document No. 1103,960 in Books 1728-1729, pages 650-699 in the land records of Santa Fe County, New Mexico (CC&R's),

NOW, THEREFORE, the undersigned, being the holder(s) of a majority of the voting power of the lot owners, and thereby the Declarant, and having approved this First Amendment prior to the termination of Class II membership rights pursuant to Section 8.02 of the CC&R's, does hereby adopt and record this First Amendment to the CC&R's as follows:

1. Section 4.02 Prohibited Uses of Subdivision, Subparagraph E. Building Envelope, (p. 10) is amended by deleting the word "and" after the word "envelope" and inserting instead, the words "defined by the:" so that it reads: "All structures on a Lot shall be constructed within the building envelope defined by the setbacks for said Lot as set forth in the Final Subdivision Plat."

2. Section 6.04 Deposit/Surety, (p. 29) is amended by striking "\$2500.00" in line 2 of the section and replacing it with "\$500.00".

3. The last sentence of the second full paragraph of Section 8.02 Classes of Membership, (p. 33) is amended by substituting a new sub-part (1), adding a new sub-part (2), and renumbering the former sub-part (2) as sub-part (3) and changing the word "his" to "its", so that the sentence reads as follows:

"The Class II membership of Declarant shall be converted to a Class I membership and Declarant's Class II membership shall forever terminate upon the earlier of (1) the issuance of a certificate of occupancy by the City of Santa Fe for the completed construction of a single family residential dwelling on Lots 4 through 12, 15 & 16, Los Altos Subdivision; (2) five (5) years from the date of this First Amendment; or (3) when Declarant, in its sole discretion, so decides."

IN WITNESS WHEREOF, Declarant has executed this Declaration this 14th day of July, 2000.

LOS ALTOS PARTNERS,
a New Mexico general partnership

1786056

By: Dorsar Investment Company
Managing Partner and General Partner

By: Stephen Feinberg by Tom Mills, his attorney-in-fact + agent for Dorsar
Stephen Feinberg, Chief Executive
Officer and Chairman of the Board
by Tom Mills his attorney-in-fact and
authorized agent for Dorsar Investment Company

Acknowledgement

State of New Mexico }
County of Santa Fe } ss.

This instrument was acknowledged before me on July 14, 2000 by Tom Mills,
attorney-in-fact for Stephen Feinberg, Chairman of the Board of Dorsar
Investment Company, Managing Partner and General Partner of Los Altos
Partners, on behalf of said partnership.

[Signature]
Notary Public



1122-709
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 14 day of July,
2000 at 2:19 o'clock PM
and was duly recorded in book 1986
page 255-256 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