

DECLARATION OF RESTRICTIVE COVENANTS FOR
LOS CERRITOS ESTATES

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Los Cerritos Estates (LCE) is a tract of property that is homeowner governed by an association, known as Los Cerritos Area Homeowners Association (LCAHA). That Area of Land being known as Los Cerritos Estates located in a portion of the E ½ of Section 29, T.10N., R.7E, N.M.P.M., Town of Edgewood, Santa Fe County, New Mexico.

In order to protect the living environment and preserve the values of Los Cerritos Estates, LCAHA does hereby declare that the land shall be held, leased, sold, and conveyed, subject to the covenants, restrictions, and provisions hereinafter set forth, and that each covenant, restriction, and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. Los Cerritos Estates (LCE), comprising the above-mentioned land is made specifically subject to the following described covenants.

These covenants amend and otherwise replace those Declaration of Restrictive Covenants filed for record on April 30, 1993, in Book 919, p. 794-803, on December 19, 1994, in Book 1123, p. 697-705, and on September 11, 1997, in Book 1408, p. 813-814.

DEFINITIONS

The following words and expressions as used in these Covenants have the meanings indicated below unless the context clearly requires another meaning.

LCAHA: Los Cerritos Area Homeowners Association, governing body of Los Cerritos Estates

LCE: Los Cerritos Estates - that body of land as described above and as filed with Santa Fe County

Board: LCAHA Elected Board of Directors Officers: LCAHA Elected Officers

ACC: Architectural Control Committee as appointed by the Officers

Parcel: Those portions of LCE designated on the recorded plat

Owner: Any person(s), or legal entity holding the recorded fee simple interest in a Parcel(s) in LCE

1. **INTENT**: It is the intent of these covenants to protect and enhance the value, desirability, and attractiveness of LCE, and to prevent the impairment or reduction of property values by, among other things, the construction of improper or unsuitable improvements. Restrictions are minimized while preserving the rights of owners to enjoy their property in attractive surroundings.
2. **ARCHITECTURAL CONTROL COMMITTEE**: The ACC shall be appointed in accordance with LCAHA bylaws. A majority of the ACC may designate a representative to act for it. Neither the ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the owners in good standing of a 2/3 majority of the parcels shall have the power, through a duly recorded, written instrument, to change the membership of the ACC, or to withdraw or restore to the ACC, any of its powers and duties.
 - 2.1. **WRITTEN APPROVAL OF PLANS**: No improvements shall be constructed, erected, placed, applied, or installed on any parcel unless plans and specifications thereof shall have been first submitted to, and approved in writing by the ACC. Said plans and specifications shall show at a minimum exterior design, height, materials, color, fencing, and location and type of any outbuildings or improvements. The ACC shall exercise its reasonable judgment to the end that all improvements conform to and harmonize with the existing surroundings, residences, landscaping, and structures, and as to location with respect to topography and finish grade elevation.
 - 2.1.1. **IMPROVEMENTS DEFINITION**: The use of the term "improvement" shall specifically include all substantial improvements, including but not limited to: fences, walls, retaining walls, and all residences, accessory structures, barns, stables, corrals, servant or guest quarters, garages, or workshops which may be built as hereinafter provided. Landscaping in the normal sense will not require ACC approval, but shall be done in a harmonious manner to surroundings. Parcel owners shall furnish a revised plot plan to the ACC after completion of any improvements.
 - 2.1.2. **COMPLETION TIMELINE**: Any construction activity on any parcel shall commence within 12 months of written approval of plans and specifications by the ACC. Any such construction activity shall be completed and fully cleaned up within 12 months from its commencement or a written variance shall be obtained from the ACC to allow for completion after proof of due diligence.
 - 2.1.3. **PROCEDURES**: The ACC shall approve or disapprove all requests for approval within 30 days after the complete submission of the plans, specifications, other materials, and information with the ACC and the owner shall be duly notified in writing. In the event the ACC disapproves any such submittal, notice of such disapproval shall be made by delivery in person or by letter, addressed to the party submitting for approval, at any address, which must be supplied with the submission. Any such notice must set forth in

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detail the elements disapproved and reason(s) for such disapproval, but need not contain suggestions as to methods of curing any matters or things disapproved. If the ACC fails to approve or disapprove a written request within 30 days of the submittal, the request shall be considered disapproved by the ACC. The applicant may then resubmit the application. At such time of second submittal, the ACC shall have a maximum of 15 days to approve or disapprove the second request and the second request will be considered approved if the ACC fails to approve or disapprove the submitted plans, specifications, descriptions, or plot plans at the completion of the second 15-day period. The submitter, not the ACC, is responsible for proving dates of submission.

- 2.1.4. **WAIVER PROCESS:** All requests for waivers to these covenants shall be made in writing to the Chair of the ACC. The Chair of the ACC will address the waiver request with the other ACC members, and provide a written recommendation to the Board. The Board will then meet to discuss the waiver, the ACC recommendation, and provide their final determination to the request. The Board will then notify the requestor of their decision. Timelines for the waiver process will be the same as outlined in Section 2.1.3.
3. **LAND USE & STRUCTURES:** No building or structure of any kind shall be erected, placed, altered, or permitted to remain on any parcel except a permanent site built, detached single family residence with two car (minimum) attached or detached garage and included outbuildings. Such dwelling house shall be used as a private residence only, except that this provision shall not prevent the combination of two adjoining parcels for such dwelling and related permitted structures as defined herein. The permitted dwellings and necessary outbuildings to be located on the conveyed premises shall be in the style, form, or appearance approved by the ACC and must be of the same architectural style similar to existing structures. Mobile and modular homes shall not be permitted on any Parcel within LCE. No structure of a temporary character such as a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any parcel at any time as a residence. The lot owner shall furnish a plot plan to the ACC showing the intended location of improvements; the plot plan must be approved per established procedures (Section 2.1.3).
- 3.1. **FLOOR AREA:** No dwelling shall be more than two stories high except by specific consent of the ACC, and at their sole discretion. The ground floor heated area of the main structure, exclusive of terraces, porches, and garage – shall not be less than 1,700 ft² for a one-story dwelling. For a two-story dwelling the ground floor heated living area of the main structure, exclusive of terraces, porches, and garages, shall not be less than 1,075 ft², and total of not less than 1,700 ft² heated living area.
- 3.2. **IMPROVEMENT LOCATIONS & RESTRICTIONS:** No building or structure of any kind shall be located on any parcel nearer than 50 feet to the front parcel line, nor nearer than 30 feet to any side or rear parcel line, without the specific written consent of the ACC. For the purpose of this covenant – eaves, steps, and open porches shall not be considered as a part of a building. Any exceptions to these restrictions must be approved in advance by means of the waiver process, as established in Section 2.1.4.
- 3.2.1. **CORRALS, STABLES, & BARN:** Shall be located to the rear of the permanent residence and/or in a location on the parcel that is screened from view by structures or the natural environment. Any exceptions to these restrictions must be approved per Section 2.1.4.
- 3.2.2. **WALLS & FENCES:** Shall be set back 20 feet from any granted road easement and/or private access easement within the subject property. Walls and fences may not exceed 6 ft. in height. No chain link perimeter fences will be allowed. Chain link dog runs are allowed if screened from view by dwellings or natural environment and shall be a maximum size of 10 feet by 20 feet. Any exceptions to these restrictions must be approved per Section 2.1.4.
- 3.2.3. **UTILITY LINES:** All utility lines on any parcel shall be provided by parcel owner and shall be underground. This includes all utility lines constructed between buildings on any parcel.
- 3.3. **COMMERCIAL ACTIVITY:** All parcels, real property, and whole thereof, shall be used solely for single family dwelling purposes, and no business or commercial activity of any nature shall be conducted, except that so called "home occupations" shall be permitted if such activity is not deemed offensive to the owner(s) of the neighboring parcels. Any such activity shall not increase traffic in or out of the subdivision. Commercial animal husbandry or kennels will not be permitted.
- 3.4. **PROHIBITION AGAINST FURTHER SUBDIVISION:** Parcels which are 4 acres or larger may be divided into no less than 2 acre parcels. No parcel within LCE may be further subdivided, except portions of any parcel larger than 2 acres may be sold to adjacent property holders for the purpose of increasing the size of the adjacent parcels and only to create parcels larger than the adjacent parcels.

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- 3.5. **EASEMENTS:** Perpetual easements are reserved over and across the parcels for the purpose of installing, repairing, and maintaining electric power, water, gas, telephone and similar utility facilities and services. All easements shown on any recorded plats within LCE are adopted as part of these restrictions. Drainage easements platted on each parcel are hereby reserved for maintenance and erosion control.
4. **NATURAL ENVIRONMENT:** The natural environment is to be left undisturbed on all parcels, where practical, except for access to the parcel, clearing of building sites, and establishment of normal landscaping, lawns, flowerbeds, and gardens. As defined in 2.1.1, any part of the parcel not in its natural state will be finished in a manner harmonious to the neighborhood and surroundings. Livestock grazing outside of approved corrals will not be permitted. Non-native weeds, pests, and vermin will be eliminated. Every effort will be made to control erosion and unnatural drainage.
5. **NUISANCES:** No noxious or offensive activity of any kind shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. It is the responsibility of the owners of parcels, whether vacant or otherwise, to keep said parcels and all easements encompassed within, clear of trash, rubbish, weeds, noxious, or offensive materials. All complaints not resolved neighbor-to-neighbor shall be brought to the attention of the ACC or LCAHA Officers through the LCAHA Complaints Process. The Board of Directors shall make the final determination of what constitutes a nuisance.
6. **DRIVEWAYS & CULVERTS:** All driveways on all parcels in LCE shall be entered only from granted roads within or bordering LCE and/or private access easements as shown on Santa Fe County approved plats.
- 6.1. **DRIVEWAY CONSTRUCTION:** Owners are responsible for all driveways within LCE to be surfaced with gravel, pavement, or other maintained surface treatment. Construction and maintenance shall be in a manner to reduce erosion and eliminate unsightly conditions. Driveways that cause erosion or impede LCE subdivision common roads will not be allowed and the owner will be responsible for cost/repairs undertaken by the Road Committee.
- 6.2. **CULVERTS:** Each owner shall provide a minimum 15-inch size culvert at owner's driveway and natural drainage crossings in conformance with any Santa Fe County specifications. The parcel owner shall keep all driveway culverts free of debris and silt in order that drainage flow is not restricted.
7. **PROPANE & STORAGE TANKS:** Oil and gas storage tanks may either be buried or be above ground and their visibility from roads or other parcels shall be screened in an attractive manner or by natural environment.
8. **WASTE DISPOSAL:** Rubbish, garbage, and other waste shall be kept and disposed of in an animal proof container, concealed from public view. Owners electing to utilize local waste removal services will remove empty containers from the pickup point in a timely manner. No trash or garbage shall be burned or otherwise disposed of on the premises. The ACC reserves the right to remove any unsightly material at the owner's expense.
9. **ANIMALS:** Domestic animals and household pets will be allowed only for personal use of parcel owners. The owner of any parcel shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animals. Any and all animals shall be kept in a humane and sanitary manner, in such a manner as not to be a nuisance or offensive to neighboring parcels, and none shall be kept, bred, or maintained for commercial purposes. Open grazing of any parcel will not be allowed.
- 9.1. **DOGS, CATS, HOUSEHOLD PETS:** A total of four (4) dogs and cats, plus other interior household pets may be kept on any parcel. All pets must be restrained or penned and shall not be allowed to roam free outside of the parcel in question. Pets deemed a nuisance by the ACC will be reported to local animal control authorities.
- 9.2. **LARGE HERBIVORES:** There may be a total of two (2) large herbivores on any parcel. Horses may be kept on a year round, permanent basis in approved structures. Other herbivores, such as cows, goats, sheep, or swine will be allowed only with ACC written approval as 4-H or FFA school projects and will not be kept on a permanent basis. ACC approval will only be granted after reviewing pens, shelters, and parcel placement. Any exceptions to these restrictions must be approved in advance by means of the waiver process, as established in Section 2.1.4.
- 9.3. **DOMESTIC POULTRY:** A total of twelve (12) domestic poultry may be kept on any parcel.
- 9.4. **OTHER:** Animals not specifically addressed above are prohibited. Any exceptions to these restrictions must be approved in advance by means of the waiver process, as established in Section 2.1.4.
10. **MOTORIZED RECREATIONAL VEHICLES:** Motorized recreational vehicles shall be permitted within the subdivision roads for ingress and egress only, as long as safety and speed limit rules are observed. These vehicles shall not be

