

Amended and
Restated Covenants,
Conditions, and
Restrictions of Pueblos
de Rodeo Road
Owners Association,
Inc.



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DECLARATION OF THE AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PUEBLOS DE RODEO ROAD SUBDIVISION
(A PLANNED UNIT DEVELOPMENT)

THIS DECLARATION, ~~is~~ made on ~~the~~this date ~~hereinafter set forth~~ by the Board of Directors of the Pueblos de Rodeo Road Owners Association, Inc., (the Association) that it is now replacing the original declarant, developer R.R. 2 Ltd., formerly a New Mexico limited partnership hereinafter referred, said developer having completed its Pueblos de Rodeo Road Subdivision development, and therefore that all power and authority of said declarant over the Pueblos de Rodeo Road Subdivision has now passed to the owners of property in the Pueblos de Rodeo Road Subdivision as ~~“Declarant.”~~governed by its Board of Directors.

WITNESSETH:

WHEREAS, ~~Declarant is the owner~~Association represents the owners of certain property in the County of Santa Fe, State of New Mexico, namely the Pueblos de Rodeo Road Subdivision, which is more particularly described ~~on “Exhibit~~and shown in Exhibits A,” B, and C: Property Description, Plats, and Green Belt Plat, attached hereto and incorporated herein by reference.

NOW, THEREFORE, ~~Declarant~~the Association hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Article I. (Definitions in Alphabetical Order)

Association

ARTICLE I
DEFINITIONS

Section 1-“Association” shall mean and refer to Pueblos de Rodeo Road Owners Association, (the Association), its successors, and its assigns. The purpose of the Association shall be to maintain the Common ~~Area (as defined herein) for the benefit of all Owners (as defined herein), and capital expenditures by the Association shall not be encouraged, except insofar as they serve to accomplish the aforementioned purpose.~~Areas for the benefit of all Owners.

Capital Expenditures

“Capital expenditures” shall mean money or its equivalent spent by the Association on acquiring or maintaining fixed assets such as land, buildings, and equipment (source Oxford Languages), or funds used to acquire, upgrade, and maintain physical assets such as property, plants, buildings, technology, or equipment (source Investopedia). Capital expenditures may be used by the Association to accomplish maintenance of the Common Areas. See also “Reserve Funds”.

Common Areas

“Common Areas” shall mean all real property owned by the Association for the common use and enjoyment of the Owners. (See Exhibit D, *Pueblos de Rodeo Road Subdivision Common Areas*;) The Common Areas do not include the thirty-acre school site on the Equestrian Park, described in Article V herein, the single-family lots, the acre lots, and the townhouse unit lots.

Declarant

“Declarant” shall mean and refer to the developer of Pueblos de Rodeo Road Subdivision, R.R. 2 Ltd., a New Mexico limited partnership, which entity has completed its development of the subject subdivision. In view of the subdivision’s completion, R.R.2 Ltd.’s interest is also complete and the Association is the successor in interest.

Green Belt

“Green Belt” shall mean the lands of the Association which are an area of woods, parks, or open land surrounding the community and designated as Tracts A, B, and C. (See Exhibit C)

Owner

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Property or Properties

“Properties” shall mean and refer to that certain real property described on “Exhibit A” and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Quorum

“Quorum” shall mean the number (such as a majority) of officers or members of a body that when duly assembled is legally competent to transact business. (source Webster’s Online Dictionary, October 2020).

Reserve Funds

“Reserve Funds” shall mean funds, including resale fees collected from a purchaser of a Unit, set aside for Association projects in a separate [reserve] account for the initiation or completion of any Association project that is undertaken for the benefit of Association common areas to repair, upgrade, replace, or otherwise contribute to best maintenance of the common areas and safety of the Association’s members and the general public.

Revenue Expenditure

“Revenue Expenditure” shall mean the ongoing operating expenses which are short-term expenses used to run the daily business operations of an organization. Operating expenses recur on a regular and predictable basis, such as in the case of rent, wages, and utility costs (source Investopedia).

Special Assessments

“Special Assessments” shall mean fees (in addition to annual dues) that the Association may charge to Owners to defray, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or improvement to the Common Areas and Green Belt. Special Assessments may also be referred to herein as assessments.

Unit

~~Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Unit is described on the plat of Pueblos de Rodeo Road Subdivision, which is attached hereto and incorporated by reference herein as “Exhibit B.” The Common Area does not include the thirty-acre school site on the Equestrian Park, described in Article V herein, the single family lots, the acre lots, and the townhouse unit lots.~~

~~Section 5. “Unit” shall mean and refer to each dwelling unit shown upon the Master Development Plan filed with the City of Santa Fe, New Mexico, as it may be amended from time to time, excepting only the Common Area Areas, and the Declarant Association explicitly reserves the right to amend the Master Development Plan from time to time.~~

Article II. Property Rights

~~Section 6. “Declarant” shall mean and refer to R.R. 2 Ltd., a New Mexico limited partnership, its successors, and its assigns, if such successors or assigns should acquire more than one Unit from the Declarant for the purpose of development.~~

ARTICLE II PROPERTY RIGHTS

~~Section 1.~~ Owners’ Rights of Ownership and Possession and Easements of Enjoyment.

Each Owner shall be entitled to exclusive ownership and possession of his Unit. Every owner shall have a right and easement of enjoyment to the Common Area Areas with the purpose for which it is intended which shall be appurtenant to and shall pass with the title to every Unit. ~~The~~ However, the rights of each Owner shall, however, be subject to the following provisions and such rules and regulations as may be adopted by the Association:

- (a) No business or commercial use frequented by or open to the public shall be permitted, except for a limited home occupation. “Limited home occupation” means an occupation or business activity that results in a product or service and that is conducted for gainful employment in a dwelling unit by a person residing in that dwelling unit and is customarily incidental to the residential use of the dwelling unit and is duly permitted by the City of Santa Fe.
- (b) There shall be no obstruction of the Common Area Areas. Nothing shall be stored in the Common Area Areas without the prior consent of the Board of Directors of the Association (hereafter, the Board).

- (c) Nothing shall be done or kept in any Unit or in the Common ~~Area~~Areas which will increase the rate of insurance on the Common ~~Area~~Areas, without the prior written consent of the Board-of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common ~~Area~~Areas which will result in the cancellation of insurance on any Unit or any part of the Common ~~Area~~Areas or which would be in violation of any law. No waste will be committed in the Common ~~Area~~Areas.
- (d) The City of Santa Fe City Code at current Section 14-8.10 (Signs) explains the purposes for regulating posting of signs that provide guidance for the Association in its signs regulation that addresses goals of a well-maintained, safe and attractive environment that promotes health, safety, and aesthetics, enhancement of property values; controlling public nuisances; protection of public streets, sidewalks, utility devices, and open spaces, and to preserve and improve the appearance of the city ~~No~~ through adherence to reasonable aesthetic principles, in order to create an attractive environment.

The Association therefore does not allow for any sign of any kind ~~shall to~~ be posted in the Common ~~Area~~Areas or on subdivision street corners/intersections without the prior ~~consent of the Board of Directors. Any signage posted~~ written consent of the Board. However, taking into consideration the long history of artists and home studio tours in the City of Santa Fe and State of New Mexico, the following exceptions are made for Owners participating in such tours:

- (i) Owners shall notify the Board in writing, by email or handwritten correspondence, of the dates of the studio tour and their intention to participate.
 - (ii) The Board shall notify all Association members of its approval to post signs announcing the participating studios;
 - (iii) Tour signs may be placed in front of the participating Owner's Unit and in the Common ~~Area shall remain for not more than two weeks' time, unless~~Areas near said Unit.
 - (iv) Tour signs may be posted on the weekend prior ~~consent of to~~ the tour start at Board-of Directors has been obtained-permitted locations.
 - (v) Signs must be removed by sunset on the last day of the tour.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common ~~Area~~Areas, except that dogs, cats, or other household pets may be kept in Units. The one-acre lots shall not be subject to the foregoing provision but shall be governed instead by applicable Santa Fe ordinances.
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common ~~Area~~Areas nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.
- (g) Nothing shall be altered or constructed in or removed from the ~~Green Belt or the~~ Common ~~Area~~Areas, except upon written consent of the Board-of Directors.
- ~~a) There shall be no violation of rules and regulations for the use of the Common Area adopted by the Board of Directors and furnished in writing to the Owners.~~

(h) ~~None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist, provided, however, that in.~~ In no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful ~~conduct~~ misconduct of said Owner or Owners.

~~b) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.~~

~~c) The Association shall have the right to suspend the voting rights of and right to use the recreational facilities by an Owner for any period during which any assessment against his (j) Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.~~

The Association shall have the right to dedicate or transfer all or any part of the Common ~~Area~~ Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Any such dedication or transfer shall require the assent of two-thirds (2/3) of all votes cast in person or by proxy at a meeting duly called for such purpose and any such dedication or transfer to be effective shall require the signature of the President of the Association on the instrument of conveyance.

~~d) The Association shall have the right to prevent any Owner from hindering or encroaching upon the lawful rights of other Owners.~~

~~e) Each Owner grants to the Declarant a right of first refusal to re-purchase his or her lot(s) should the Owner desire to sell same. The Declarant shall have thirty (30) days after receiving written notice of the Owner's intention to sell his or her lot(s) in which to re-purchase said lot(s) on the same terms and conditions as the Owner has offered to a private purchaser.~~

Section 2.2. Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, ~~his~~ the Owner's right of enjoyment to the Common ~~Area and facilities~~ Areas to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Article III. Section 1. Membership and Voting Rights

Every Owner of a Unit which is subject to ~~assessment~~ annual dues or assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to ~~assessment.~~ such dues and assessments.

~~Section 2.~~ The Association shall have one class of voting membership:

. Members shall ~~be~~ all be Owners ~~with the exception of the Declarant~~ and shall be entitled to one vote for each Unit owned. When more than one person holds an ownership interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Article IV. Maintenance, Dues, and Assessments

Section 4.1. Creation of the Lien and Personal Obligation of Dues and Assessments.

The ~~Declarant~~Association, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit shall by acceptance of a deed ~~therefor~~for their Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual ~~assessment or charges, dues and associated late fees and~~ (2) special assessments for capital improvements, ~~and (3) for Owners of Units which receive utility services that are not separately metered, monthly.~~ Dues and assessments ~~for such utilities, as specified more fully in Section 5 hereof; all such assessments to be~~ established and collected as hereinafter provided. All ~~of~~ such dues and assessments, together with interest, costs, late fees, and reasonable ~~attorney's attorneys'~~ fees, shall be a charge on the land and shall be a continuing lien upon the property ~~against which each such assessment is made. Each such assessment~~ in default of such payments. These payments, together with interest, costs, late fees, and reasonable ~~attorney's attorneys'~~ fees, shall also be the personal obligation of the ~~person who was the~~ Owner of such property at the time ~~when the~~ dues and assessments ~~fell~~became due. The personal obligation for delinquent dues and assessments shall not pass to ~~his~~their successor in title, unless expressly assumed by ~~them~~ the successor in title. The Owner shall promptly pay, when due, all charges which give rise to any lien which may hereafter be filed against their Unit.

Section 4.2. ~~Purpose of Assessments.~~ Annual Dues.

The ~~assessments levied by the~~ Association ~~shall be used~~ is responsible for managing the affairs of the Subdivision. The Association collects annual dues from Owners in order to provide ~~for the improvement and ongoing upkeep, maintenance, and repairs of the Common Area situated upon the Properties, including taxes and insurance on the Common Area and Areas, pay for the management expenses of the Association (including independent contractors), and the~~ affairs approved by the membership.

~~Section 3. Minimum Annual Assessments.~~ (a) The ~~baseline~~ minimum amount of annual ~~assessment~~dues shall be ~~ten~~ set at fifty dollars (\$~~10~~50.00) per ~~unit~~Unit, effective ~~July 1, 1977, on the date of the 2022 annual meeting.~~

(b) The minimum annual ~~assessment~~dues may be increased each year by the Board of Directors, but may not ~~more be less~~ than ~~ten percent (10%) above the minimum assessment for the previous year without a vote of the membership, effective July 1, 1977~~ year's dues amount.

- ~~a) The minimum annual assessment may be increased more than ten percent (10%) above the minimum assessment for the previous year by the affirmative vote of a majority of all the votes cast in person or by proxy at a meeting duly called for this purpose, effective July 1, 1977.~~
- ~~b) Effective January 1, 2018, the minimum annual assessment shall be thirty-two dollars (\$32.00) per unit.~~
- ~~c) The Board of Directors may fix the annual assessment at an amount less than the minimum.~~
- ~~d) The Board of Directors may elect to have the annual assessment paid in annual, semi-annual, or monthly installments.~~

(c) In determining each year's minimum annual dues, the Board shall take into consideration the Associations' expenditures in obtaining quality and dependable independent contractors for purposes of maintenance of the common areas, the expenditures for professional bookkeeping services, and for a secretarial independent contractor, if required for the latter because of the lack of capable volunteer secretarial work for the Association.

Section 4.3. Capital Expenditures.

The Reserve Funds shall be deposited into a reserve account that is separate from the Association business account that is dedicated to deposits of dues payments. These Funds shall continue to be so charged to new purchasers of Units, and deposited for each resale transaction. Said Funds shall be used for the initiation or completion of any Association project that is undertaken for the benefit of the Association common areas to repair, upgrade, replace, or otherwise contribute to best maintenance of the common areas and safety of the Association's members and the general public.

As of the date of the 2022 Annual Meeting of the Association, a priority for the Association Reserve Fund shall be the completion of the gravel project previously initiated by the then-current Board of Directors. This includes professional installation of gravel along both entrance areas of the sidewalk on Paseo de Los Pueblos.

The Reserve Funds may be also used for sidewalk repairs or other safety concerns.

Section 4.4. Special Assessments ~~for Capital Improvements.~~

In addition to the annual ~~assessments~~dues authorized above, the Association may levy, in any assessment year, a special assessment applicable to ~~that~~the year or years designated only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, ~~or~~ replacement, or improvement of capital improvements upon the Common ~~Area~~Areas and Green Belt, including fixtures and personal property related thereto; provided, however, that any such assessment shall have the affirmative vote of ~~90%~~a simple majority of all votes cast in person or by proxy at a meeting duly called for this purpose.

~~Section 5. Monthly Assessments for Utility Charges. In addition to the annual and~~ The Board may propose special assessments ~~authorized above, at its annual meeting of~~ the Association ~~may levy monthly assessments against each Unit Owner for the payment of water, gas, electricity, and other similar utility services. The total charge~~or at a Board meeting set specifically for such

~~services shall be reasonably prorated among the Units~~ proposed special assessment(s) by the Board ~~providing adequate notice to the membership of Directors after taking into account the size of each Unit, the type of air conditioning in each Unit, and any other relevant information.~~

~~Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4.~~ Notice of any meeting shall be sent to members not ~~no~~ less than ~~ten (10)~~ fifteen (15) days ~~or in advance of such meeting and no~~ more than thirty (30) days in advance ~~of such meeting in the manner provided in the Bylaws of~~ such notice to include the date and time and whether such meeting will be held at a specific location or will be held through use of electronic means such as Zoom or other communication system, and by providing within such notice the proposal details describing the need for such assessment(s).

An affirmative vote of a simple majority of the members in attendance at the meeting including those voting by proxy shall provide the Association. ~~At the first such meeting called, the with authority to proceed with such assessment.~~ The presence of members or of proxies entitled to cast ~~sixty~~ twenty percent (~~60~~ 20%) of all the votes shall constitute a quorum. This percentage must be in accordance with counting qualified members (i.e., members who are not in default for failing to pay current assessments and therefore having voting rights suspended). For example, if there are 300 members, but 100 owe dues, the quorum will be 20% of 200, not of 300. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. ~~No such~~ The subsequent meeting shall be ~~held more than within~~ sixty (60) days ~~following~~ of the preceding meeting. The process of calling additional meetings and reducing the required quorum by one-half (1/2) may be repeated until a quorum is present or until the Board decides that it is not in the best interests of the Association to reduce the required quorum further.

Section ~~7~~ 4.5. Notice and Quorum for Any Action Authorized Under Sections 4.2 and 4.3.

Amendments of these Articles shall require the affirmative vote of two-thirds (2/3) of all votes cast in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast votes shall be twenty percent (20%) of the qualified membership to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall be within sixty (60) days the preceding meeting. The process of calling additional meetings and reducing the required quorum by one-half (1/2) may be repeated until a quorum is present or until the Board decides that it is not in the best interests of the Association to reduce the required quorum further.

Section ~~4.6~~. Rate of ~~Assessment. Both~~ Dues and Assessments.

Annual dues shall be fixed at a uniform rate for all Units and shall be collected on an annual ~~and special~~ basis. Special assessments shall be fixed at a uniform rate for all Units and ~~may be collected on a monthly basis or other convenient basis as selected by the Board of Directors of the Association~~ shall be due and payable within fifteen (15) days of passage of a vote for such assessment.

Section ~~84.7~~. Date of Commencement of Annual Dues and Special Assessments; Due Dates.

The annual assessments~~dues~~ provided for herein shall ~~commence as to all Units be due~~ on the ~~first day of the month following the conveyance of the Common Area to the~~ date of the Association. ~~The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.~~ meeting. Written notice of the annual assessment~~dues~~ shall be sent to every Owner ~~subject thereto~~. ~~The due dates shall be established by the Board of Directors.~~ ~~The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.~~

Section ~~94.8~~. Effect of Nonpayment of Dues and Assessments: Remedies of the Association.

Any assessment~~dues~~ not paid within thirty (30) days after the due date shall ~~have a ten dollar (\$10)~~ incur a penalty of ten (10) dollars for each 30-day period not paid in full.

Any special assessment not paid within thirty (30) days after the due date shall accrue fifteen dollars (\$15.00) late fee levied, in addition to the original assessment due, for each 30-day period not paid in full.

The Association may do any one or all of the following:

- (a) File a lien for any unpaid dues or assessment(s) by recording an affidavit of such fact in the office of the County Clerk of Santa Fe County; ~~or,~~
- (b) Bring ~~an~~ legal action ~~at law~~ against the Owner personally obligated to pay same; and/or,
- (c) Foreclose the lien against the property.

No Owner may waive or otherwise escape liability for the dues or assessment(s) provided for herein by non-use of the Common ~~Area~~Areas or abandonment of ~~his~~their Unit.

In the event any of the foregoing actions are taken by the Association and the Association prevails, the Owner shall be obligated to pay ~~to the Association~~ reasonable attorneys' fees and ~~necessary~~court and other costs incurred by the Association in enforcing its rights and taking such action.

The Association reserves the right to seek its relief through mediation, and in such event the Owner shall be obligated to pay all such mediation fees and costs incurred by the Association.

Section ~~104.9~~. Subordination of Lien to Mortgages.

The lien~~liens~~ of the assessments~~dues and assessment(s)~~ provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit from liability for any assessments~~dues or assessment(s)~~ thereafter becoming due or from the lien~~liens~~ thereof.

Section ~~114.10~~ 4.10. Owner's Obligation to Repair. ~~Except for those portions which the Association is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep the interior of his Unit and its equipment appurtenances in good order, condition, and repair, and shall do all redecorating, painting, and varnishing which may, at any time, be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall~~

Owners shall be responsible for the maintenance, repair, or replacement of any electrical and plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, or air conditioning equipment, dishwashers, disposals, or ranges that may be in or connect with the Unit, swamp coolers, connected to their Unit. Such equipment shall be maintained in order to ensure structural soundness, adjacent property protection, and the health and safety of the Subdivision. See Section 2.1(f) herein. In the event an Owner fails to make necessary repairs or to perform necessary maintenance, said Owner shall hold the Association harmless from any liability resulting from the right consequences of failure to perform such provide for their necessary repairs or and maintenance, and, if it performs such repairs or maintenance, it shall bill the. The Owner shall take full responsibility for any damages to their property and any other property affected by their failure to maintain and repair their property. The Owner ~~the actual cost of such work plus reasonable handling charges, and such total amount billed shall be subject to relevant health and safety ordinances and~~ shall ~~accrue interest at the rate of ten percent (10%) per annum from the date billed and shall be and remain a continuing lien upon the Owner's Unit until such amount is paid~~ hold the Association harmless from any liability thereof.

It is expressly understood that air conditioners are located appurtenant to some Units and an easement is hereby reserved in favor of each such Unit for the purpose of maintenance, repair, or replacement of said air conditioners by the respective Owners, as required hereinabove.

The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be ~~stored~~ placed by the Owner in any portion of the Common ~~Area~~ Areas or in any Unit.

~~The Owner shall promptly pay, when due, all charges which give rise to any lien which may hereafter be filed against his Unit.~~

The townhouse units within the ~~subdivision~~ Subdivision may each have separate and independent owners' associations, which associations shall further define that association's unit owner's responsibility and obligation to repair their unit.

Section ~~124.11~~ 4.11. Prohibition Against Structural Changes by Owner. ~~The Owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made~~

Before making any structural alteration, improvement, or addition in or to his Owner's Unit or in or to the exterior of the Owner's Unit, Owner must first obtain all City of Santa Fe permits required for such work.

Before making any application to the City of Santa Fe for any building permit, the Owner is prohibited from modifying the structure or integrity of any buildings or other Common Area. ~~The Owner shall do no act nor any work doing anything that will impair the structural soundness~~

~~or integrity of the buildings or~~might compromise the safety of the property or impair any easement or hereditament without the written consent of the Board ~~of Directors.~~ The Owner shall not paint or decorate any portion of the exterior of the buildings or ~~other~~ Common ~~Area~~Areas or any portion of the patio fences without first obtaining written consent of the Board ~~of Directors.~~

~~**Section 13. Entry for Repairs.** The Association or its agents may enter any Unit, when necessary, in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and damage caused thereby shall be repaired by the Association out of the common expense fund.~~

~~ARTICLE V~~ ~~ARCHITECTURAL CONTROL AND STANDARDS~~

Article V. Architectural Control and Standards

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the City of Santa Fe and any other governmental entity which has jurisdiction over such activity. Such permits shall be submitted to the Board and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board ~~of Directors of the Association~~ or by an ~~architectural committee~~Architectural Committee ~~or if no Architectural Committee is available, a Beautification Committee~~ composed of ~~five (5) or more~~at least three (3) representatives ~~appointed~~nominated by the Board president and voted upon by the Board. In the event ~~said the~~ Board or ~~its designated committee~~Beautification Committee fails to approve or disapprove such design and location within ~~sixty (60)~~fifteen (15) calendar days after said permits for plans and specifications have been submitted ~~to it~~, approval will not be required, and this Article will be deemed to have been fully complied with.

The following ~~building~~ architectural standards shall be the minimum requirements for construction, remodeling, or rebuilding within Pueblos de Rodeo Road Subdivision and shall constitute the standards to be used by the ~~Architectural~~Board and/or Beautification Committee when reviewing plans and specifications:

~~A. SINGLE FAMILY HOUSING~~

Section 5.1. Single Family Housing

1. Acceptable Architectural Styles:
 - a. Pueblo
 - b. Territorial
 - c. Spanish mission

2. Size Requirement. The finished living area ~~is in~~ any proposed plan in the R-1 zoning area shall be not less than 1,500 square feet or the square footage shown in the Unit's survey plat prepared by the Subdivision developer.

The minimum lot size in the R-3 zoning area shall be 14,000 square feet. Units on R-3 zoned lots shall be at least 1,200 square feet of heated area. Units on R-5 zoned lots constructed directly across the street from R-3 lots shall be at least 1,100 square feet of heated area.

The minimum lot size in the R-5 zoning area shall be 6,000 square feet. Units on R-5 zoned lots shall be at least 850 square feet in heated area. Zero lot lines shall be encouraged on R-5 zoned lots.

3. Insulation Standards. Minimum accepted ratings for insulation shall be R-30 for ceilings and R-19 for walls, with insulated glass anodized windows, or such other minimum ratings or standards of insulation as may be approved by the City of Santa Fe, New Mexico.
4. Stucco. A compatible earth tone stucco shall be required.
5. Fence Restriction. No fence or chain link fence shall be allowed in the area from the street to the front setback. See City of Santa Fe Code § 14-8.5 – Walls and Fences, and § 23-1.5 Barbed-wire fences, each as may be modified.
6. Roof Standards. The only roof types which shall be approved are flat roofs or pitch roofs with tile; ~~provided, however, that the Architectural~~ or Beautification Committee may waive or alter this standard to accommodate plans for solar energy construction ~~or for a more modern and improved and suitable roof type. (See City of Santa Fe Code §14- 8.7-2: Architectural Design Standards and Point Allocations)~~.
7. Landscaping. The preservation and utilization of natural vegetation and trees shall be encouraged by the Association through its Architectural ~~Committee. The Developer shall devise landscape plans~~ or Beautification Committees for all single-family lots and the streets fronted by single-family lots, ~~provided, however, that this provision shall not apply to the acre lots.~~ The lot owners have an obligation to attempt to comply with the ~~Developer's landscaping plan~~ City Code regarding maintenance. (See Santa Fe City Code §14-8.4 - Landscape and to spend up to \$200 to comply. Lot owners shall Site Design, as may be in compliance with the Developer's landscaping plan within three (3) years from the date of completion of a single family residence. If the foregoing provision is not accomplished, it shall be the prerogative of the Owners' Association to expend any necessary amounts to bring the lot in question into compliance and to assess the lot owner in an equivalent amount. modified.

No irrigated area or area of solid vegetation shall exceed 1,000 square feet in area of any lot.

8. Placement on lots Lots. On those lots with 50 feet of frontage, the ~~Architectural Committee~~ City of Santa Fe Land Development Department shall ~~have~~ determine the ~~right to provide for appropriate~~ placement of ~~the residence on the site. If this right is not exercised by the Architectural Committee, the lot owner has the responsibility to ensure that said placement is in conformance with applicable codes and ordinances of the City of~~

~~Santa Fe~~ structures pursuant to City Code requirements. See §14-9.3 - Block And Lot And Design Standards.

9. Energy Conservation. The use of water and energy conservation devices and practices shall be as required by the ~~Architectural Committee~~ State of New Mexico and the City of Santa Fe, and the following water conservation measures shall be in effect and shall constitute minimum guidelines.

a. Water meters must be installed for each individual residence, ~~unless governed by community water arrangements.~~

b. ~~Except where otherwise provided herein, no outdoor use of~~ Outdoor water use shall comply with Sec. 25-2.7 Outdoor Conservation, of SFCC 1987 25-2.2, City of Santa Fe water ordinances, including “no outside watering from 10 a.m. to 6 p.m. from May 1 to October 31”, with certain limited exceptions for irrigation purposes is permitted, except for initial systems.

Requirements concerning car washing, shut-off nozzles, new irrigation system installation, and fees for water use violations are found here:
https://www.santafenm.gov/water_use_restrictions ~~of native plant species to establish such species during.~~

~~b.c.~~ To the first year of their growth. ~~All~~ extent possible, all landscaping ~~must~~ should utilize native trees, shrubs, and grasses, or non-plant materials.

~~e.d.~~ Swimming pools, of a permanent or temporary nature, ~~are only allowed with the written consent and approval of the Architectural Committee~~ City of Santa Fe and ~~there~~ the Board. There shall not be more than one such pool for every five (5) building units. ~~Children’s wading Pools located outside shall be covered when not in use. Kiddy pools of a diameter of eight (8) feet or less and a than twelve (12) inches in depth of one (1) foot or and less are exempted than five (5) feet in diameter are exempt from this requirement.~~ provision (City of Santa Fe Comprehensive Water Conservation Requirements Sec. 25-2.7D).

~~d.e.~~ Water systems shall be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi, as measured at or within each residential property line (and not within the main system).

~~e.~~ ~~The written consent and approval of the Architectural Committee is required for units designed with more than two (2) bathrooms per lot, provided, however, there shall not be more than a total of eight hundred seventy six (876) bathrooms on the properties. Fixtures such as bathtubs and lavatories shall be of normal capacity and fitted with faucets with a maximum capacity of 4.0 gallons per minute. Shower heads must have a capacity of no more than 3.0 gallons per minute. Toilets shall be of a type designed to use no more than 3.5 gallons per flush.~~

f. ~~The written consent and approval of the Architectural Committee is required for units designed with more than one (1) kitchen and one (1) utility sink. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute.~~ All fixtures shall comply with City of Santa Fe water conservation requirements, per

City Code]. See §25-2 - Comprehensive Water Conservation Requirements.[2], which includes water conservation for outdoor and indoor management and provides penalties including discontinuance of service for severe indoor leaks not repaired immediately (See §25-2.6 - Indoor conservation).

~~f.g.~~ Utility and kitchen sinks must be fitted with faucets with a flow capacity in compliance with City of Santa Fe water conservation requirements. One (1) automatic dishwasher and one (1) automatic clothes washer are permitted, and it is requested that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads; and comply with City of Santa Fe water conservation requirements

~~7.8.~~ Mobile Home Restriction. No mobile homes shall be placed on any lot in this subdivision whether for office or residential use.

~~8.9.~~ Resubdivision Restriction. No further resubdivision or replatting of any single-family lot within this subdivision shall be allowed.

~~9.10.~~ Construction Completion Requirement. Exterior construction within this subdivision must be completed within one year from the date of commencement of said construction, unless an extension is supported by good cause, at the discretion of the Board.

Section 5.2. Townhouse Units

~~B. TOWNHOUSE UNITS~~

The following architectural standards shall be the minimum requirements for construction, remodeling, or rebuilding within Pueblos de Rodeo Road Subdivision and shall constitute the standards to be used by the Beautification Committee when reviewing plans and specifications:

It is anticipated that each townhouse unit may have its own separate owners' association, which may establish more stringent building and architectural standards, however the minimum standards of any association within the subdivision are listed herein.

1. Acceptable Architectural Styles:

- a. Pueblo
- b. Territorial
- c. Spanish mission

2. Size Requirement. Minimum total square footage of heated area:

- a. 1 bedroom = 800 square feet
- b. 2 bedroom = 1,000 square feet
- c. 3 bedroom = 1,300 square feet

3. Ground Floor Coverage. The minimum size of any ground floor unit shall be 650 square feet of heated area.

4. Maximum Number of Stories. Townhouse units may not be greater than two (2) stories in height plus a loft area, provided, however, that the loft area may not exceed 15% of the total square footage of the unit.
5. Minimum Requirement for Exterior Enclosed Space. Courtyards or other exterior enclosed spaced must be at least 300 square feet in area.
6. Minimum Size Requirements for Patios. Patios must be at least 120 square feet and shall be enclosed by walls, fences, or building walls on at least three sides.
7. Minimum Size Requirements for Rooms:
 - a. Living Room: 160 square feet; no dimension less than 11 feet.
 - b. Dining Room: 90 square feet; no dimension less than 9 feet.
 - c. Kitchen: 80 square feet with minimum free counter space of 12 linear feet.
 - d. Bedrooms:
 - Master: 140 square feet with no dimension less than 11 feet.
 - Other: 110 square feet with no dimension less than 10 feet.
8. Unit Width Minimums. No unit shall be less than 20 feet center to center of party walls.
9. Bathroom Requirements:
 - a. 1 bedroom = 1 bath
 - b. 2 bedroom = 1 bath
 - c. 3 bedroom = 1 ½ bath
10. Maximum Number of Units Per Building. There shall be not more than 4 units in any townhouse unit.
11. Insulation Standards. Minimum accepted ratings for insulation shall be R-23 for ceilings and R-19 for walls.
12. Yard Restriction. No irrigated area or areas of solid vegetation shall exceed 1,000 square feet in area on any lot.
13. Window Requirements. All glass shall be thermal-pane or be equipped with storm units.
14. Stucco. A compatible earth tone stucco shall be required. The same color stucco shall be used consistently throughout any one townhouse unit.
15. Placement on lotsLots. The ~~Architectural Committee shall have the right to provide for placement~~Placement of the townhouse units on the sites, are subject to ~~final approval by the requirements of~~ the Planning Department of the City of Santa Fe.
16. ~~Submission of Plans to Architectural Committee. Each developer~~for construction of a townhouse unit shall ~~submit plans including elevations, site plans, and grading plans at least sixty (60) days prior to anticipated commencement of construction. All plans must be approved by the Architectural Committee as outlined above subject to final approval by~~submitted to the Planning Department of the City of Santa Fe prior to issuance of a building permit.. See Santa Fe City Code, Chapter 14, Land Development.

~~C. VARIANCES FROM MINIMUM STANDARDS~~

~~The Architectural Committee shall have the authority to grant a variance or variation from strict application of the minimum standards contained herein, when the strict application of these standards would result in unusual practical difficulties to, or undue hardship upon, the Owner of such property, provided that such relief of variance can be granted without substantial impairment of the intent and purpose of the minimum standards and integrity of this Declaration. Financial gain or loss shall not be the determining factor in deciding a variance hereunder.~~

~~D. ENFORCEMENT OF ARCHITECTURAL STANDARDS AND RESTRICTIONS~~

~~Enforcement of the minimum building and architectural standards contained in this article shall be the responsibility of the Association, pursuant to Article VI herein, and the Architectural Committee shall not be responsible for such enforcement.~~

~~E. SCHOOL SITE ON EQUESTRIAN PARK~~

Section 5.3. School Site On Equestrian Park

A thirty (30) acre site in the Southeast portion of the tract has been reserved for use as an elementary school or a public park and any provision or restriction in this Declaration which would prohibit such use is waived for such purpose. This site is restricted to use as a school or public park and any resale or resubdivision of said site shall be prohibited unless approved by 75% of the Association and appropriate City of Santa Fe regulatory agencies.

~~ARTICLE VI~~

Article VI. Resale of Subdivision Properties

Section 6.1. Sales Transactions Notice

At least each year, the Board shall communicate with all title and realty companies in Santa Fe, New Mexico, to inform of the fees and charges at closing of a Pueblos de Rodeo Road Subdivision property (hereafter "Unit.")

Section 6.2. Discharge Certificate

A Discharge Certificate shall be prepared by the HOA secretary or other person designated to do so by the Board for any title company or other entity, such as a realtor, requesting such a document as a participant in a purchase and sale of a Unit. See definition at NMSA 47-16-2.M (2020 Edition).

The fee for a Discharge Certificate shall be three hundred dollars (\$300.00) as of June 15, 2021 and not be more than allowed pursuant to NMSA 47-16-1 et seq. (Chapter 47, Article 16 NMSA 1978, the "Homeowner Association Act" as it may be amended or otherwise modified thereafter by the NM State Legislature).

The Discharge Certificate shall be a cost borne by the purchaser(s) of a Unit at closing.

Section 6.3. Other Fees

The purchaser(s) of a Unit shall also be charged a transfer fee of two hundred dollars (\$200.00) at closing.

The purchaser(s) of a Unit shall also be charged a capital contribution fee of no less than five hundred dollars (\$500.00) at closing for the purpose of maintenance of the Pueblos de Rodeo Road Association Subdivision to provide for repairs, installations, replacements of sidewalks or other subdivision features requiring attention as a nuisance, safety hazard, or any other matter that diminishes the appearance, cleanliness, safety or real estate value of Units in the subdivision.

~~Article I.~~ Article VII. General Provisions

Section 7.1. Enforcement.

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association must take legal action against ~~the an~~ Owner, the Owner ~~is shall be s~~ responsible to pay ~~the Association~~ all attorneys' fees and costs if the Association prevails in the its complaint. The Association reserves the right to seek its relief through an appropriate court of law or mediation, and in such event that legal action is taken, of choosing mediation, the Owner shall be obligated to pay such mediation fees and costs incurred by the Association.

Section 7.2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 7.3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of ~~thirty (30~~ five (5) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ~~ten (10~~ five (5) years. This Declaration may be amended during the first ~~thirty (30~~ five (5) year period by an instrument signed by Unit Owners representing not less than ~~seventy-five~~ fifty-one percent (~~75~~ 51%) of all votes ~~entitled to be cast~~ received in person or by proxy. Any such amendment(s) must be recorded, ~~provided, however that the Declarant reserves the unilateral right to modify the Master Development Plan filed with the City of Santa Fe, New Mexico, from time to time without the further consent of any other party, e.g., amending the intended use of Tracts N and O from appropriate government agency. Townhouse Units to Single Family Housing.~~

Section 7.4. Annexation.

Additional residential property and Common ~~Area~~ Areas may be annexed to the Properties with the consent of ~~two-thirds (2/3)~~ fifty one percent (51%) of all votes ~~cast~~ received, in person or by proxy, at a meeting duly called for consideration of such matter.

Section 7.5. Failure of Association to Insist on Strict Performance: No Waiver.

The failure of the Association to insist₂ in any one or more instances₂ upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, or restriction but such term, covenant, condition, or restriction shall remain in full force and effect.

~~The receipt by the Association of payment of any covenant hereof shall not be deemed as a waiver of such breach, and no~~No waiver by the Association of any provision hereof shall be deemed to have been made₂ unless expressed in writing and signed by the Board of Directors.

Section 7.6. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operations of a planned unit development.

Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provisions hereof. ~~The Declarant explicitly reserves the unilateral right to modify the Master Development Plan filed with the City of Santa Fe, New Mexico, from time to time without the further consent of any other party, e.g., amending the intended use of Tracts N and O from Townhouse Units to Single Family Housing, after which the real estate subject to the amended Master Development Plan shall be subject to such amended use.~~

IN WITNESS WHEREOF, the undersigned, being the ~~Declarant~~Association herein, has cause this Declaration to be executed by its duly authorized officer this ~~...~~ day of , 2022.

Printed Name/Title

Signature

Exhibit A - Property Description of Pueblos de Rodeo Road Subdivision

All the following described lot or parcel of land situate, lying and being in the City and County of Santa Fe, State of New Mexico, more particularly described as follows, to-wit:

Commencing at the corner common to Sections 4, 5, 8, and 9, all in T. 16 N., R.9E, N.M.P.M., marked by a square headed bolt set in the pavement in Rodeo Road, from which the northwesterly corner of the tract here described lies S. 0° 03' W., 25 feet, being a point on the Southerly right of way line of Rodeo Road; thence from said beginning point, the northwesterly corner of this tract, N. 89° 42' E. and along the Southerly boundary line of Rodeo Road 2631.44 feet to the ~~Northereasterly~~Northeasterly corner of this tract. from whence the N¼ corner of Section 9, being a point in Rodeo Road, bears N. 0° 07' W., 25 feet, and a witness corner bears S. 0° 07' E., 2587.46 feet to the southwesterly corner of this tract being the center of Section 9; thence S. 88° 56' W., 1979.53 feet to a point; thence N. 0° 02' E., 658.91 feet to a point; thence S. 88° 57' W., 659.54 feet to a point on the section line lying between Sections 8 and 9; thence N 0° 03' E. along the midsection line 1963.29 feet to the northwesterly corner of the tract and the point of beginning. All As shown upon a certain plat of survey entitled "Lands Surveyed for Mary Fiorina within Section Nine T16N R9E NMPM and Base. Santa Fe County, NM" by Guy D. Hayden from a survey completed on June 19, 1967; recertified February 18, 1972 bearing surveyor's identification No. 50F18-C M-30.

~~PLATS OF RODEO ROAD~~

Exhibit B - Plats Of Pueblos de Rodeo Road Subdivision

Plats of Pueblos de Rodeo Road Subdivision filed for record in the office of the County Clerk of Santa Fe County, New Mexico, as follows:

- Area 1: Filed September 2, 1977 as Document No. 407797, refiled December 16, 1977 as Document No. 412,849.
- Area 2: Filed November 9, 1977 as Document No. 411,071; refiled December 16, 1977 as Document No. 412,848.
- Area 3: Filed November 17, 1977 as Document No. 411,487; refiled December 16, 1977 as Document No. 412,847.
- Area 4: Filed November 17, 1977 as Document No. 411,488; refiled December 16, 1977 as Document No. 412,846.

Exhibit C – Green Belt Tracts A, B, and C

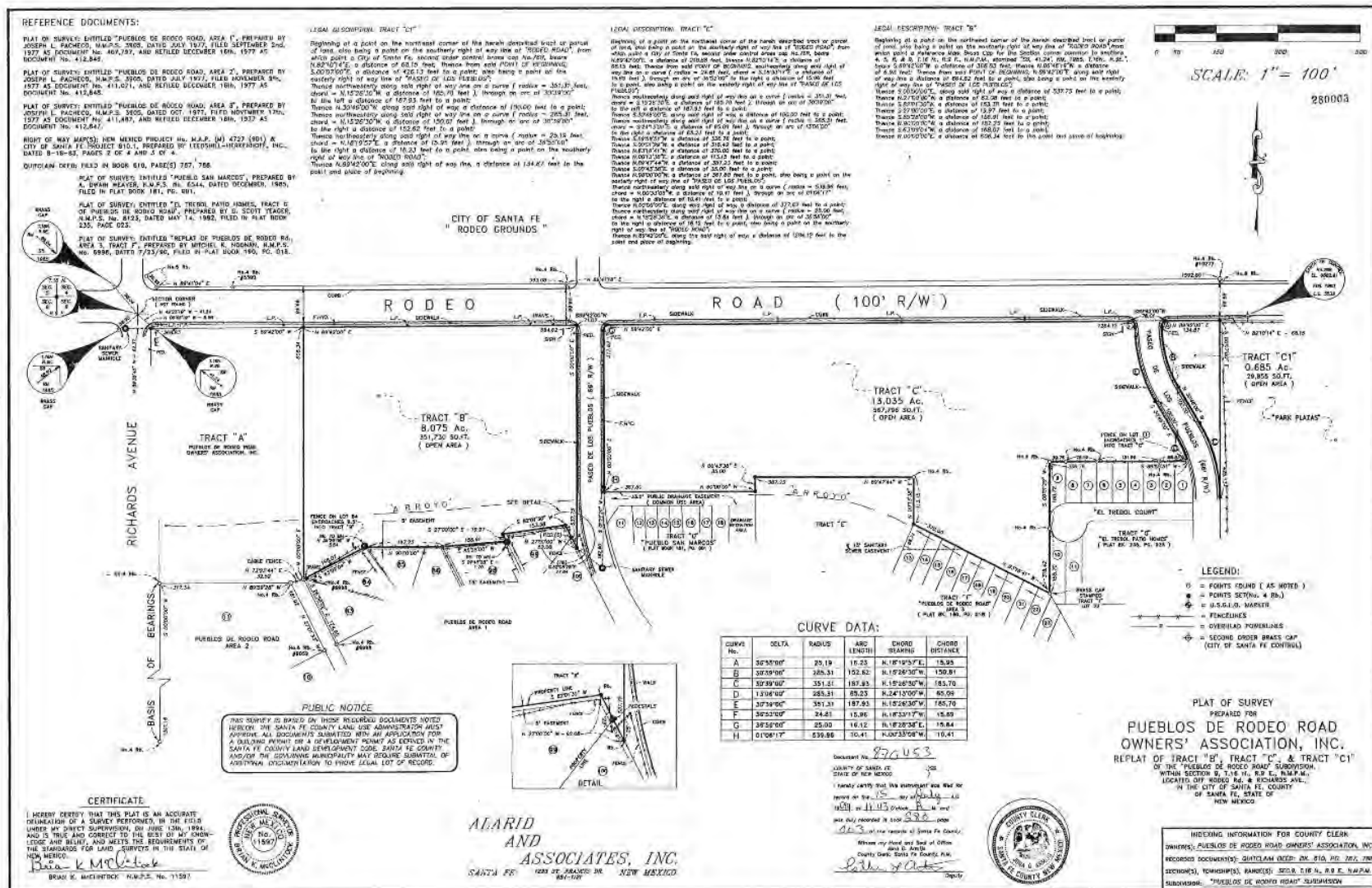


Exhibit D - Pueblos de Rodeo Road Subdivision Common Areas

