

**DECLARATION OF RESTRICTIVE COVENANTS  
SIERRA VISTA SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Ron Sebesta, Manager of Ron Sebesta Reality Profit Sharing Plan (Ron Sebesta), owner / developer of certain real property shown on plat of survey by Rick Chatroop, recorded in Book 639 page 024, of the records of the Santa Fe County Clerk on November 6, 2006, as document No. 145-8143, containing 80.00 acres, more or less (the Property),

HEREBY MAKES THE FOLLOWING DECLARATION as to limitation, restrictions and uses to which the lots or tracts constituting said property, and all lots created therein may be put, HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the Property as provided by law, and shall be binding to all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said lands, this declaration of restrictions being designed for the purpose of keeping said lands desirable and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto.

**ARTICLE 2: DEFINITIONS**

2.01 "Lot" shall mean each and every numbered lot sold or within the Property. held for sale in the Lands as shown on the Plat of survey referenced in Article 1, and all additional lots that may at any time be created

2.02 "Architectural approval" approval by the architectural committee.

2.04 "Household pets" shall mean dogs, cats, hamsters, and birds and similar small animals. Horses are only allowed on Lot 7 in accordance with these covenants.

**ARTICLE 3: DURATION**

These restrictive covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by all Lot owners within the Property, individually, or collectively, and their respective legal representatives, heirs, successors, and assigns, until January 1, 2025, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of three-fourths (3/4) of the lots in the Property has been recorded which expressly terminates the operation of the Restrictive Covenants.

**ARTICLE 4: SEVERABILITY**

Invalidation of anyone or more of these covenants by judgment of court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect. In the event any parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the -the current Owner, or any person or persons owning any real property situated in said parcels to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant in order to prevent them from further violation or to recover damages for such violation.

**ARTICLE 5: AMENDMENTS**

These Restrictive Covenants may be amended by the vote of three-fourths  $\frac{3}{4}$  of the then owners of lots subject to these Restrictive Covenants. Such amendment must uniformly affect all lots within the Property, copies sent to all Lot owners, and must be duly recorded in the Santa Fe County Clerk's Office to be effective.

#### ARTICLE 6: PERMITTED USES

Upon each lot in the Property there may be erected a principal residence consisting of one (1) detached single-family dwelling together with such structures and out buildings as are commonly and customarily appurtenant thereto including, but not limited to detached solar collectors; said dwellings may be used only for private residential purposes and shall be designed and built for use by a single family. All plans for every structure to be built shall be approved as herein provided before construction shall begin. Additionally, upon each lot in said Property there shall be permitted the following:

- A. One (1) private garage or work shop at no more than 2500 sq feet. The structure shall be stuccoed the same color as the principal residence and be of similar architectural style.
- B. One (1) barn or stable, not to exceed 2,500 sq ft. but are only allowed on Lot 7,
- C. One (1) corral on Lot 7, not to exceed 1/2 acre.
- D. One (1) attached studio stuccoed the same color as the principal residence and of similar architectural style

\*One Accessory Dwelling / Guest House on Lots 6,7,9,10,13,17,18,& 19 stuccoed the same color as the principal residence and of similar architectural style (If Santa Fe County permits.

#### ARTICLE 7: PROHIBITIONS

7.01 Minimum Square Footage. The ground floor of the main residential structure, exclusive of portals, porches and garages, shall be not less than (1,700) square feet, and shall not be built without an attached garage of sufficient size to accommodate at least two (2) automobiles, which garage shall be used for vehicles and not storage. The construction of the exterior of all buildings shall be finished within one (1) year from the start of construction.

7.02 Set-Backs. No structure shall be built nearer than (25) feet from any lot line existing now or in the future. The -unanimous approval of all lot owners is required to grant a variance from this standard depending on the location of surrounding houses and the view corridors.

7.03 Types and Uses of Residences. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, nor shall any residence of temporary character be erected. Extra automobiles, trailers, boats, recreational vehicles and similar mobile structures and vehicles shall be screened from view by means of a coyote fence, wall, or similar treatment.

7.04 Fencing. No perimeter fencing shall be allowed on any Lot. Lot owners are entitled to fence up to one (1/2) acre of land for barn and turn out arena purposes of holding permitted animals, and for gardens. Other fencing and walls surrounding buildings and homes, including **Coyote and stuccoed** walls, may be erected or maintained, provided such barriers be shown on plans for which approval must be obtained from the architectural control committee.

7.05 Animals. No animals or any poultry of any kind shall be kept or raised on said lots, except household pets, not to exceed a total of three household pets. In addition, Horses not to exceed three (3) on lot 7 only, are permitted. All fencing for livestock shall be of good design and sound construction, as determined by the Architectural Control Committee. Solid waste from horse corrals must be removed on a regular basis. No open grazing by livestock shall be allowed. All animals should be under the control of the lot owner at all times. Lot purchasers shall prevent the animal in any way from becoming a nuisance either from noises created by the animals, odors or other practice or conduct which may create a nuisance.

7.06 Oil and mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, provided, however, that this provision may not be binding upon the owners of mineral interests which have been separated from the fee simple title.

7.07 Hunting. No hunting or discharge of firearms shall be permitted.

7.08 Signage. No signs except those indicating the name and address of the residents of any lot shall be maintained or installed. No signs or other advertising shall be displayed on any lot unless first approved in writing by the Landowners' Association provided however, that any owner may without such prior approval, erect one (1) sign of not more than 2' x 4' advertising the lot for sale or rent.

7.09 Storage. No storage of building materials other than during construction shall be permitted. No storage yard for any materials other than those commonly and regularly used in residential uses or for purposes of construction of the infrastructure of any Lot or of The Property shall be permitted. Garages shall not be used as storage.

7.10 Lighting. No lights mounted on a pole or otherwise suspended more than -10 feet (10') above the ground and designed to illuminate an area from dusk to dawn may be placed on a lot unless it is adequately shielded to prevent being a nuisance to surrounding land owners, and can be turned off at night by the resident. No mercury, sodium vapor or similar bright lights of any kind shall be allowed.

7.11 Antennae & Towers. Antennae, masts and towers of all types shall be governed by the general height and nuisance restrictions of these covenants. Television and other receiver dishes shall be screened from view from nearby lots and roads.

7.12 Nuisances. No noxious or offensive activity can be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of lots within the Property. This provision shall be liberally construed to include activities which are offensive to reasonable person such as the disposal or retention or trash, retention of junked vehicles. carrying on of loud activities, the conduct of any activity which produces interference to ordinary TV reception such as improperly tuned HAM or CB reception or transmission stations, etc.

7.13 Minimum Lot Size. No lot shall be less than 2.5 acres in size within the Property.

## ARTICLE 8: CONSTRUCTION

8.01 Limitations. Construction shall begin within ninety (90) days after required approvals are obtained. once begun, exterior construction of any structure or re-vegetation or landscaping of any excavated area shall be completed within **two hundred forty (240)** weather working days.

8.02 Protection of vegetation. Prior to construction, contractual requirements shall be made of the builder requiring him or her to refrain from damaging or removing trees and other vegetation, except as may be reasonably necessary and unavoidable for clearance of a building site and construction of driveways, parking areas and turnarounds.

Re-vegetation. Re-vegetation of sites damaged by construction shall occur, consisting of plant materials indigenous to the area, except for cultivated garden areas.

**8.03 No structure shall be erected that exceeds eighteen 18 feet above the highest point of the land adjacent to the building façade. ARTICLE 9: ARCHITECTURAL APPROVAL**

9.01 Approval. Approval of the style and location of structures shall be required for their construction, exterior modification, or additions on any lot in The Property, and the location and design of all on-site water and wastewater systems. By the Architectural Committee

9.02 Fees. At the time of submitting plans for the construction of a home within any **Lot in the Property**, the lot owner shall submit a fee of two hundred fifty dollars (\$250), to the lot owners for the purposes set forth in Article 11, and one hundred dollars (\$100) as an initial deposit for the purposes set forth in Article 18. Fees shall be retained in a separate account to be used for common benefits of the subdivision as approved by a majority of the lot owners

9.03 Standards. Standards for architectural approval are:

- a) No principal residence shall be of less than 1700 square feet as measured by the perimeter of the exterior walls surrounding interior heated space.
- b) The type of construction and architecture shall be based upon and adhere generally to Santa Fe style architecture or Territorial style architecture. Northern New Mexico pitched roofs are allowed. Modifications which further the use of solar energy or other energy sources are encouraged when judged by the Architectural Control Committee to be in harmony with the overall guidelines for the development. The use of construction materials having the appearance of local, indigenous and traditional building materials is encouraged and favored, including the use of muted earth tone colors for exterior finishes, but excluding bright shades of red, blue, yellow, white, etc. Other materials may be used where their use will be in accordance with sound architectural practice and will not be visually offensive in the sole discretion of the Developer or the Architectural Control Committee, as the case may be. The determination of whether modification of architectural styles is moderate and reasonable shall likewise be in the sole discretion of the Sub-divider or two thirds of the remaining lot owners. The only requirement for the said Developer or the lot owners shall be that they act in good faith for the benefit of all

owners of **lots in the Property**. Further, there are authorities which holds that decisions are limited to determinations of whether an applicant's plans comply with applicable covenant requirements. Any ambiguity shall be resolved in favor of free use.

- c) All extensions of utilities shall be underground to all structures at all locations. No electrical or telephone lines shall be maintained above ground at any time. Propone tanks shall be underground.
- d) No exterior floodlights or street lamps shall be installed, operated or maintained on any lot in such manner that light there from shall directly illuminate lands other than those of the owner thereof.
- e) All construction shall meet all County and State regulations and codes.

## ARTICLE 10: LOT OWNER APPROVALS

10.01 Appointment Terms. **The Developer shall serve as the Architectural Control Committee until such time as three (3) homes have been approved for building within the Property.** Thereupon, the Developer's role shall be transferred to all lot owners, which may include Developer. Architectural approvals shall be by a three person Architectural Committee appointed by the HOA or, if there is no HOA yet created, by a majority of lot owners. Architectural approvals are to be given if the plans comply with these covenants.

10.03 Automatic Approval. Any plans submitted to all of the lot owners that are not acted upon within twenty-one (21) calendar days, of submission, not counting the day of submission, shall be deemed approved.

10.02 Non-Liability of Committee. The lot owners shall not be responsible for any defects in architectural plans or specifications or in any building or structure erected according to such plans and specifications. The lot owners shall not be liable for 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 nonfeasance 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 plans to the Committee for approval submitting plans to the committee for approval shall for himself, and his successors and assigns, by the submitting of such plans. waive all claims for damages resulting from any such acts or omissions. Approval of plans does not amount to any representation that the plans or other proposed use of the lot conform to these restrictive covenants.

## ARTICLE 11: HOMEOWNERS' ASSOCIATION

11.01 Assessments/Purpose. A homeowners association (HOA) shall be created by Developer. Assessments shall be made by the HOA as provided below to be spent for the benefit of all of the lots in accordance with a majority vote of the lot owners.

11.02 Amount. The amount of the lot owner assessment will be \$750 per year. A majority of the lot owners may change the amount of the annual assessment. There shall be no assessment upon any undeveloped Lot until such time as the construction of a home is approved.

11.03 Liens: The lot owners shall have a lien against the lot of any owner who fails to make payment of an authorized assessment to secure the payment of said assessment. Said lien shall be enforceable by the same procedure as provided for enforcement of a material man's lien, including the right to attorney fees.

#### ARTICLE 12: COMMERCIAL ACTIVITIES ALLOWED

Nothing herein shall be construed to prohibit the use of space within a residence for professional or other office use in which there is employed not more than one (1) employee or other person who does not reside on said lot which does not increase the flow of traffic to such lot to a level substantially greater than that normally generated by such a residence.

#### ARTICLE 13: LIQUID WASTE DISPOSAL

All on-site liquid waste disposal systems shall comply with the requirements of Santa Fe County and New Mexico Environment Department. Prior to installation of on-site septic systems, all lot owners are required to conduct a percolation test to certify the suitability of the soil to accept domestic liquid waste, and are required to obtain Environment Department approval for installation of each system. Should the soil type prove to be unacceptable for conventional on-site, septic tank and leach field systems, lot owners are required to use approved evapo-transpiration or any biologically-sound system that can be approved by the New Mexico Environment Department. Septic systems allowing gray water use or multi-flow systems are highly recommended to recycle water for outside use.

#### ARTICLE 14: SOLID WASTE DISPOSAL

Waste shall be kept in covered containers and shall be stored and disposed of in a manner approved by the New Mexico Environment Department. All solid waste shall be disposed of in an approved sanitary landfill and shall not be permitted to unreasonably accumulate.

#### ARTICLE 15: EASEMENTS

15.01 Easement locations. All lots have a utility easement ten feet (10') in width along all perimeter boundaries.

15.02 Access. All utility easements may be used by all lot owners, their guests, and invitees, as horse trails or foot trails. No lot owner shall be liable to any person using such easement for damages occurring in relation to use of such trail for any reason other than resulting from willful intent to cause harm.

15.03 Restrictions. No lot owner shall build or erect any structure upon any road, utility, drainage or other easement as shown on a subdivision plat created now or later.

IN WITNESS WHEREOF, the undersigned, being the Owner and Developer herein, has

Hereunto set my hand as of this \_\_\_\_ day of \_\_\_\_\_, 202\_

Ron Sebesta, Manager of Ron Sebesta Reality Profit Sharing Plan

By \_\_\_\_\_  
Manager of Ron Sebesta Reality Profit Sharing Plan (Developer)

\_\_\_\_\_  
Jason Sebesta (Co-Developer)

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_  
by Ron Sebesta, Manager of Ron Sebesta Reality Profit Sharing Plan

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_  
by Ron Sebesta and Jason Sebesta

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_