

RESOLUTION OF AMENDED AND RESTATED  
BUILDING RESTRICTIONS

SOL Y LOMAS SUBDIVISION  
UNIT THREE AND RESUBDIVISION OF LOTS SEVEN AND EIGHT,  
BLOCK TWO

RECITALS:

A. STAMM DEVELOPMENT COMPANY, INC., caused that certain instrument entitled "SOL Y LOMAS UNIT THREE AND RESUBDIVISION OF LOTS SEVEN AND EIGHT, BLOCK TWO BUILDING RESTRICTIONS" to be recorded in the records of the Santa Fe County Clerk on April 21, 1967, as Instrument No. 300,041, in Book 248 at Page 898 (the "Original Building Restrictions").

B. The Original Building Restrictions encumbered and ran with the residential lots shown and depicted on that certain plat of survey entitled "Sol y Lomas, Unit Three, County of Santa Fe, New Mexico," recorded in the records of the Santa Fe County Clerk on December 9, 1966, as Instrument No. 297,244, and the residential lots shown and depicted on that certain plat of survey entitled "Resubdivision of Lots Seven and Eight, Block Two of Sol y Lomas, Unit Three, County of Santa Fe, New Mexico," recorded in the records of the Santa Fe County Clerk on April 10, 1967, as Instrument No. 299,518. As used herein, the term "Subdivision" refers to the subdivisions shown on said plats of survey referenced above.

C. Pursuant to Article VII, Section 2, of the Original Building Restrictions, this Resolution of Amended and Restated Building Restrictions was adopted by a vote of at least three fourths (3/4) of the Members of the Sol y Lomas Homeowner Association at a meeting which was held on September 16, 2017 whereby the Original Building Restrictions, as amended and restated herein, have been extended as provided for below. NOW, THEREFORE, this Resolution of Amended and Restated Building Restrictions having been duly adopted by the requisite number of the Owners of residential Lots within the Subdivision, the Lots shall be owned, held, occupied, improved, transferred and conveyed subject to the Covenants and restrictions contained herein.

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ARTICLE I - DEFINED TERMS and STATEMENT OF PURPOSE OF COVENANTS

1.1. Defined Terms. As used herein, the capitalized terms below shall be defined as follows:

“Architectural Review Committee”, “ARC” and “Committee” shall mean and refer to a Committee of the Board of Trustees having a minimum of 3 and a maximum of 5 Members of the Board of Trustees, as the Board may from time to time determine, which Committee shall have the duties, powers and authority as provided in these Covenants.

“Association” shall mean and refer to the Sol y Lomas Homeowner Association.

“Board” shall mean and refer to the Board of Trustees of the Sol y Lomas Homeowner Association.

“By-Laws” shall mean and refer to the By-Laws of the Sol y Lomas Homeowner Association, as amended from time to time.

“Covenants” shall mean and refer to all of the Covenants, restrictions, terms and conditions contained in this Resolution.

“Lot” or “Lots” means and refers to the residential Lots within that certain plat of survey entitled “Sol y Lomas, Unit Three, County of Santa Fe, New Mexico,” recorded in the records of the Santa Fe County Clerk on December 9, 1966, as Instrument No. 297,244 and the plat entitled RESUBDIVISION OF LOTS SEVEN AND EIGHT, BLOCK TWO OF SOL Y LOMAS, UNIT 3 SANTA FE COUNTY, NEW MEXICO, as shown upon the official plat recorded on April 10, 1967, as instrument No. 299,518.

“Member” or “Members” means and refers to the Members of the Sol y Lomas Homeowner Association.

“Owner” or “Owners” means and refers to the Owners of the Lots within the Sol y Lomas Homeowner Association.

1.2. General Purpose. It is the general purpose of these Covenants that the Lots within the Subdivision be developed and maintained as a highly desirable rural residential area, that the present natural beauty, the natural growth and native

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setting and surroundings of the Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by these Covenants, and that the seclusion of each home site in the Subdivision from the neighboring home sites shall be protected insofar as is possible.

## ARTICLE II – RESIDENTIAL USE

2.1. Residential and Single Family Use. All the Lots in the Subdivision shall be known and described as residential Lots, and shall be used for the accommodation of single-family purposes and as otherwise provided herein.

## ARTICLE III – ASSOCIATION

3.1. Membership in Sol y Lomas Homeowner Association. All persons or corporations who own or acquire legal or equitable title to any of the Lots shall, upon acceptance of a deed or other instrument of such ownership or acquisition, automatically be Members of the Association.

3.2. The By-Laws may be duly amended from time to time, and may be filed by the Association in the real property records of the Santa Fe County Clerk.

3.3. Each and every Owner shall be a Member of the Association, regardless of the number of Owners of a single Lot.

3.4. There shall only be one (1) vote per Lot entitled to be cast in the affairs of the Association, which vote shall be cast consistently by the Owners of the Lot. If the Owners of a Lot attempt to cast the vote for the Lot owned by them in an inconsistent manner, then such vote shall be suspended and not counted until all of the Owners shall join in a writing casting the vote for the Lot owned. A signed, hand-written vote by proxy is acceptable for all issues voted on at any meeting of the Members of the Association.

3.5. There are annual dues required to be paid to the Association from Members for each Lot owned within the Subdivision. The annual amount of such dues shall be established by a majority vote of Members attending the annual meeting of the Members of the Association.

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## ARTICLE IV – ARCHITECTURAL REVIEW

- 4.1. Architectural Review Committee, (ARC). The ARC shall have and exercise all of the powers, duties and responsibilities set out in these Covenants.
- 4.2. Approval by Architectural Review Committee. No street-visible or neighbor-visible improvements of any kind, including but not limited to dwelling houses, outbuildings, swimming pools, tennis courts, ponds, parking areas, fences, walls, solar array, above-ground tanks, garages, driveways, antennae, greenhouses shall ever be constructed, placed, or altered on any Lots, unless the complete architectural plans for such construction, placement, or alteration are approved in writing by the ARC prior to the commencement of such work. In addition to the foregoing, any exterior work requiring a permit from the City of Santa Fe automatically requires approval from the ARC. In the event the ARC fails to take any action within 30 days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the ARC shall disapprove any architectural plans, the Lot Owner submitting such architectural plans may appeal the matter to the full Board that has 14 days to reply. A quorum of the Board shall be required to change the decision of the Committee.
- 4.3. Variances. Where circumstances such as topography, location of property lines, location of trees and brush, or other matters require, the ARC may, by a quorum of the Members of the ARC, allow reasonable variances as to any of these Covenants, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until thirty (30) days after the ARC shall have mailed a notice of such variance to each Member of the Association and shall have posted notice of such variance on the Association website (the "Website"). Posting of such notice on the Website shall constitute good and sufficient notice to all Members of the Association. In the event any three (3) Members shall notify the ARC in writing of their objection to such variance within the said thirty (30)-day period, the variance shall not be allowed until such time as it shall have been approved by a quorum of those attending the annual meeting or special meeting of the Members of the Association at which the variance is voted upon.
- 4.4. General Requirements. The ARC shall exercise its best judgment to see that all improvements, construction, and alterations on Lots conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished ground elevation.

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The ARC shall protect the seclusion of each home site from other home sites insofar as possible.

4.5. Preliminary Approvals. Persons who anticipate constructing improvements on a Lot, whether they already own lands in the Subdivision, or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the ARC for informal and preliminary approval or disapproval, but the ARC shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

4.6. Architectural Plans. The ARC shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these Covenants.

4.7. No Liability. The ARC, the Association, and/or the Board shall not be liable in damages to any person or association submitting any architectural plans for approval or to any Owner of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any property in the Subdivision or any person or association submitting plans to the ARC for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Association, the Board, or the ARC, its Members as individuals, or its advisers, employees, or agents.

4.8. Written Records. The ARC shall keep and safeguard for at least five years complete, permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

#### ARTICLE V – USE OF LOTS

5.1. Zoning Regulations. No Lot shall ever be occupied or used for any structure or purpose or in any manner which is contrary to the zoning regulations of the City of Santa Fe as set forth in the Santa Fe City Code, Chapter XIV as pertains to land development for zone R-1, validly in force from time to time, and as may be amended, except as the same may be allowed under said regulations as a nonconforming structure or use.

5.2. No Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of the Subdivision.

5.3. Prohibited Uses. No Lots shall be occupied or used for any commercial or business purpose, except as may comply with the Santa Fe City Code, specifically SFCC 1987 §§ 14-6.3(D)(2) (addressing Home Occupations) and 14-6.2 (A)(5)(b) (addressing Short Term Rentals). No store, office or other place of commercial or professional business of any kind; nor any hospital, or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant or other public place of entertainment; nor any church; nor any residential building housing more than one family; shall ever be constructed, altered or permitted to remain within the Subdivision, except as specifically permitted pursuant to the Santa Fe City Code.

5.4. Nuisances. Nothing shall be done or permitted to be done on any Lot which is a nuisance or might become a nuisance to the Owner or Owners of any other Lot.

5.5. Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and except for one entrance gate sign of a style and design approved by the ARC, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted to remain on any Lot. This covenant does not prohibit the placement of political signs, security system signs, and construction signs.

5.6. Animals. Except as specified herein, no animals, except ordinary household pets, shall be kept on any Lot. Hens (no roosters) are permitted subject to review by the ARC. Hens must be kept within an enclosed area, which is clean and sanitary.

5.7. No Re-Subdivision. Subject to the exception contained in this Section 5.7, no Lot shall ever be re-subdivided into smaller tracts or Lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plat of the Subdivision; provided that conveyances or dedications of easements for utilities may be made for less than all of one Lot. The Owners of adjoining Lots may adjust their common boundary lines to accommodate

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encroachments, setback requirements, trades in area, provided that no additional legal Lots of record are created.

5.8. Combining Lots. If two or more contiguous residential Lots are owned by the same Owner or Owners, they may be combined into one or more larger residential Lot or tract by means of a written document executed and acknowledged by all of the Owners thereof, approved by the ARC, and recorded in the real property records of Santa Fe County, New Mexico. Thereafter the new and larger tract shall be considered as one Lot for the purposes of these Amended Building Restrictions.

5.9. Service Yards and Trash. All clothes lines, equipment, service yards, woodpiles, or storage piles on any Lot, shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Lots and streets and access roads. All rubbish and trash shall be removed from all Lots, and shall not be allowed to accumulate and shall not be burned thereon.

5.10. Underground Utility Lines. All water, gas, electric and telephone pipes and lines and all other utility lines within the limits of the Subdivision, must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

5.11. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than:

- One detached single-family dwelling house;
- One guest house;
- One attached or detached garage;
- Other non-residential out buildings with adequate screening and approval of the ARC.

5.12. Mobile Homes. No mobile homes may be placed on or kept on any Lot. No temporary house, dwelling, garage, outbuilding, trailer or other Structure shall be placed or erected upon any Lot except as permitted by these Covenants.

5.13. Towers, Solar Array, Wind Turbines and Antennae Installations. All installations of towers, solar array, wind turbines, radio or television antennae must be screened from the street and other Lots. All installations must comply with the Santa Fe City Code and be approved by the ARC.

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5.14. Motor Homes and Recreational Vehicles. Motor homes, boats, campers, trailers, and similar mobile structures shall be screened from view of other Lots and the roads of the Subdivision by means of a coyote fence, wall, landscaping or similar treatment, which shall be constructed in accordance with these Covenants and specifically Article 4.2.

5.15. Tanks. No elevated or above-ground tanks of any kind, except for water catchment, shall be erected, placed or permitted upon any Lot. Any tank used in connection with any dwelling house or other structure on any Lot, including tanks for storage of gas, fuel or oil, shall be buried or if located above-ground, the location and screening shall be as determined by the ARC in accordance with Article 4.2.

5.16. Exterior Lighting. All exterior lights on residential Lots shall be placed to prevent light nuisances to other Lots.

5.17. Off-Street Parking. No dwelling house shall be constructed on any Lot unless there is concurrently constructed on the same Lot adequate off-street parking area.

5.18. Sewage and Septic Tanks. No sewage, disposal system, sanitary system, or septic tank shall be constructed or altered on any Lot that does not comply with New Mexico environmental law.

5.19. Setbacks. On all Lots, no building including porches shall be so located that any part thereof shall be nearer than fifty (50) feet to the front Lot line or nearer than fifty (50) feet to any side street line. No building except a garage or other outbuilding located one hundred (100) feet or more from the front Lot line shall be located nearer than twenty (20) feet to any side or rear Lot line. The term "Lot line" as used in this restriction shall mean a line marking the boundary between the lands held in ownership, without respect to lines of Lots as shown on any map or plat of said subdivision.

5.20. Utility Easements. The Lots herein described are subject to utility easements as shown on the recorded plat, which easements shall also be used for drainage purposes. No obstructions shall be placed in or across said easements without providing for proper drainage of surface waters from adjacent Lots.

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5.21. Prohibition on Construction within Utility and Drainage Easements. No permanent structures may be built on any utility or drainage easements shown on the recorded plat.

#### ARTICLE VI - ENFORCEMENT

6.1. Enforcement Actions. The Association, by and through its Board, and any Member of the Association shall have the right to prosecute any action to enforce the provisions of all of these Covenants by injunctive relief and/or for damages.

6.2. Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any Lot in violation of these Covenants and if no action is commenced within 60 days after notice by the ARC or the Board in writing to the Owner of the Lot of said violation, then the ARC, Association or the Board shall not be able to bring any action to restrain such violation or for injunctive relief. Said 60-day limitation shall not apply to injunctive or equitable relief against other violations of these Covenants.

#### ARTICLE VII – BUDGET

7.1. Preparation of the Budget. The Board shall prepare and adopt a budget for the Association. The budget shall include an estimate of the expenses for the ensuing fiscal year, including an amount for such reserves as the Board may determine to be necessary.

7.2. Ratification of the Budget. After adoption by the Board of any proposed budget for the Association, the Board shall mail a summary of the budget to all Owners and set a date for a meeting of the Owners to consider ratification thereof. The date of the meeting shall be not less than fifteen (15) nor more than sixty (60) days after mailing of the summary. The budget shall be deemed ratified by a majority vote of the Members present at the meeting. If the proposed budget is rejected, the budget last ratified by the Association shall be continued until such time as the Association shall ratify a subsequent budget proposed by the Board.

7.3. Payment of Dues. Each Owner shall pay the annual dues allocated to his or her Lot at the time specified by the Board, provided that no Owner shall be required to pay more than twenty-five percent (25%) of such share in each quarter of the fiscal year. If a homeowner is unable to pay the annual dues because of hardship, an appeal may be made directly to the Board .

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7.4. Nonpayment of Dues. Nonpayment of annual dues by a Lot Owner will result in the assessment of the amount of dues owed to be collected at the time of sale or transfer of Lot.

7.5. Effect of Failure to Prepare Budget or Assessment. The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay any assessment allocated to his or her Lot, whenever the same shall be determined.

#### ARTICLE VIII – Miscellaneous

8.1. Covenants to Run. All of these Covenants shall be a burden on the title to all of the Lots in the Subdivision, and the benefits thereof shall inure to the Owners of all of the Lots in the Subdivision, and the benefits and burdens of all said Covenants shall run with the title to all of the Lots in the Subdivision. The Covenants shall be binding upon the heirs, successors and assigns of the Owners.

8.2. Amendment; Term.

8.2.1. These Covenants may be amended at any time by a vote of two-thirds (2/3) of the total votes allowed to be cast in the Association. Any and all amendments to these Covenants so adopted shall be contained in an amending resolution of the Association to these Covenants which shall be effective when recorded in the records of the Santa Fe County Clerk.

8.2.2. These Covenants shall run with the land in perpetuity.

8.3. Severability. Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Covenants.

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In witness whereof, I, Susan Orth, President of the Sol y Lomas Homeowner Association, a New Mexico not-for-profit corporation, and I, Mary Jacklyn Dulle, Secretary of the Sol y Lomas Homeowner Association, a New Mexico not-for-profit corporation, hereby certify that this Resolution was duly adopted by at least three fourths (3/4) of the Members of the Association and by the Board of Trustees of the Association, at a meeting called for that purpose on September 16, 2017, and that by the authority provided in the Original Building Restrictions, the adoption of this Resolution by the Members and the Board of Trustees of the Association, hereby execute this Resolution for recordation in the records of the Santa Fe County Clerk.

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

RESOLUTION  
PAGES: 1

I Hereby Certify That This Instrument Was Filed for Record On The 22ND Day Of September, 2017 at 12:23:48 PM And Was Duly Recorded as Instrument # 1836871 Of The Records Of Santa Fe County

Deputy E. Estrella Witness My Hand And Seal Of Office  
Martinez Geraldine Salazar  
County Clerk, Santa Fe, NM

Sol y Lomas Homeowner Association,  
a New Mexico nonprofit corporation

By: [Signature]  
Its: President

By: [Signature]  
Its: Secretary

Acknowledgments



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

The foregoing Resolution of Amended and Restated Building Restrictions was acknowledged before me on September 22, 2017 by Susan Orth, President of the Sol y Lomas Homeowner Association, a New Mexico nonprofit corporation, and by Mary Jacklyn Dulle, Secretary of the Sol y Lomas Homeowner Association, a New Mexico nonprofit corporation, on behalf of the corporation.

My commission expires:



OFFICIAL SEAL  
Chris F. Gurule  
NOTARY PUBLIC-State of New Mexico

My Commission Expires 10-16-18

[Signature]  
Notary Public  
State of New Mexico

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