RESTRICTIVE COVENANTS
FOR RANCHO ALEGRE SUBDIVISION

WHEREAS, J. W. Eaves and Erma Lee Eaves, his wife, and
Bank of Santa Fe, as Trustees of the John M. Eaves and
Patricia Eaves Dempsey Trust, are the owners of that certain
subdivision known as Rancho Alegre Subdivision, located in the
County of Santa Fe, State of New Mexico, according to that
certain plat recorded in Book No. at Page No. of the records of the County Clerk of Santa Fe County, New
Mexico, and bearing the recording date of January 1, 1978; and

WHEREAS, said owners, pursuant to a general plan for the
mutual benefit, protection and enjoyment of all the property
owners in Rancho Alegre Subdivision and for the mutual benefit,
protection and enjoyment of prospective purchasers of lots in
said subdivision, desire to place thereon certain restrictive
covenants as to the use and occupancy of all of the lots in
said subdivision;

NOW, THEREFORE, said owners do hereby impose the
following restrictive covenants to run with the land:

1. LAND USE AND BUILDING TYPE

   No building or structure of any kind shall be erected,
placed, altered, or permitted to remain on any lot, except a
detached single family dwelling and a guest house, with the
necessary outbuildings, including a private garage, pump or
well house, and structures necessary and proper for the shelter
and keeping of permitted livestock; and such dwelling house
and guest house shall be used as a private residence only.
The permitted dwellings and the necessary outbuildings to be
located on the conveyed premises shall be in the style or
form or appearance "known as "Pueblo-Spanish," "Spanish
Colonial," or "Old Santa Fe Style."

   Drainage courses and flood plains may not be used
for construction, placement or erection of any building or
structure. Those areas shall only be used for open space,
natural vegetation, recreation and wildlife habitat.

2. FLOOR AREA

   No dwelling shall be more than two stories. The
ground floor area of the main structure, exclusive of terraces,
porches and garages, shall be not less than 2,000 square feet for a one story dwelling, nor less than 1,500 square feet for the ground floor of a dwelling of more than one story. Guest houses shall be limited to one building and shall contain at least 300 square feet of ground floor area.

3. BUILDING LOCATION

(1) Placement: No building shall be located on any lot nearer than 100 feet to the front lot line, nor nearer than 100 feet to any side or rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(2) Mechanical Variance: A one foot (1')
tolerance variation, by reason of mechanical variance of construction, is allowable for minimum distance requirements from interior lot lines.

(3) Utility Lines: All utility lines on any lot in this subdivision shall be provided by lot owner and shall be underground; this shall include all utility lines constructed between buildings on any lot. Oil and gas storage tanks may be above ground but their visibility from streets and other lots shall be screened in an attractive manner.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter called Committee) is hereby established, consisting of J. W. Eaves, John Leverton, and Jeff Dempsey. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the
Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The covenants, agreements, and restrictions established herein, may be waived, terminated, or modified through a duly recorded written instrument executed by the Committee. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded, written instrument, to change the membership of the Committee, or to withdraw from the Committee, or to restore to it any of its powers and duties.

5. COMMITTEE APPROVAL

No structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to compliance with these covenants, qualities of workmanship and materials, style, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No "cyclone" fences shall be erected. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.
6. NATURAL ENVIRONMENT

The natural environment is to be left undisturbed on all lots, where practical, except for access to property, clearing of building sites and establishment of flower beds and gardens. Overgrazing, excessive use of off-road vehicles, or any other such activity which causes erosion of soil or other topographical features or otherwise unreasonably disturbs the natural environment is hereby expressly prohibited.

The term "natural environment," as used herein, includes but is not limited to:

(1) The general topography characteristics such as soil, rock outcroppings and arroyos, channels and other natural drainage features, and

(2) All naturally occurring vegetation and wildlife, exclusive of weeds, pests and vermin.

7. SOLAR ENERGY

The owners of each lot shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their lot(s), and neither grantor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot.

8. PROHIBITION AGAINST FURTHER SUBDIVISION

No lot may be subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot, and in no case may a portion of any lot be sold such that the remaining portion would be less than ten (10) acres.
9. **PREFERENTIAL RIGHT OF PURCHASE**

No sale of any lot shall be consummated without giving at least thirty (30) days written notice of the terms thereof, to grantor, and to the owners of the lots adjoining the conveyed lot; and any of them shall have the right to purchase the conveyed lot on such terms. This covenant does not apply to the initial sale of lots by the developer or his successor.

10. **EASEMENTS**

   (1) Easements for installation and maintenance of utilities and drainage facilities are reserved, as indicated on the plat of said addition, or as otherwise granted.

   (2) Easements for use by nonmotored traffic are reserved along both sides and for the full length of all roads indicated on the plat of Rancho Alegre subdivision; such easements shall be twenty (20) feet wide measured from the outer edge of the shoulder of the road.

   (3) All driveways to all lots in this subdivision shall be entered only from streets dedicated in this subdivision and each property owner shall provide at lease a 15-inch culvert at his driveway in conformance with County specifications.

11. **WASTE DISPOSAL**

No trash or garbage shall be burned or otherwise disposed of on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view. Trash and garbage shall be disposed of at
reasonably regular intervals at the solid waste disposal site. Each residence shall be provided by the lot owner with an "aerobic digester" sewage disposal system meeting the recommended standards of the State Environment Improvement Agency (E.I.A.), with a permit issued by the E.I.A. prior to installation, and approved by the Committee. Outdoor privies are prohibited.

12. SIGHT TRIANGLE AT INTERSECTIONS

No fence, wall, hedge or shrub which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or as in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

13. TEMPORARY RESIDENTIAL STRUCTURES

No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction shall be completed within twelve (12) months from date of commence ment.

14. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for the following:

(1) No more than four dogs, cats or other household pets may be kept.
(2) On each lot there may be kept one large herbivore (horse, cow, hog, goat or sheep) per five acres of lot area, with a maximum of four (4) herbivores for any one lot;

(3) Twelve (12) domestic poultry may be kept on any lot; and

(4) Any and all livestock including household pets shall be kept in a humane and sanitary manner, and none shall be kept, bred or maintained for commercial purposes.

15. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five feet advertising the property for sale or rent.

16. NUISIBLES

No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots and all easement areas encompassed within the exterior boundaries of said lots, clear of trash, rubbish, noxious or offensive materials.

17. WATER CONSERVATION

In order to assure the continuing and efficient use of water resources, the following restrictions (which are based on the Water Conservation Covenants as proposed in the Santa Fe County Development Code) shall apply to each lot:
(1) A water meter, of the type specified by the Architectural Control Committee, must be installed for each water well and the readings shall be reported in writing to the Architectural Control Committee on the first day of February each year, or as otherwise specified in writing by the Architectural Control Committee.

(2) All flower and vegetable gardens and other aesthetic landscaping shall not exceed 200 square feet. No other outdoor use of water for irrigation purposes is permitted, except for initial irrigation of native plant species to establish such species during the first year of their growth. Except as provided herein, all landscaping must utilize native trees, shrubs and grasses, or non-plant materials.

(3) Swimming pools, of a permanent or temporary nature, are not permitted. Children's wading pools of a diameter not to exceed 8 feet and a depth not to exceed 1 foot are acceptable.

(4) Water systems are to be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi within the residence.

(5) A maximum of two bathrooms per lot is accepted. 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 must be of a type designed to use no more than 3.5 gallons per flush.

(6) A maximum of one kitchen and one utility sink is accepted. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute. One automatic dishwasher and one automatic clothes washer are permitted, provided
that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

(7) All hot water lines must be insulated against heat loss.

(8) No water shall be used for any commercial purpose.

18. HOME ASSOCIATION

Grantor hereby agrees to establish the Rancho Alegre Home Association as a nonprofit New Mexico corporation, hereafter referred to as "The Association," and the owners of each lot shall automatically be members in the Association with a right to exercise one vote per lot. The sole purpose and duty of The Association is to own, maintain, pay taxes on, and be responsible for the solid waste disposal site indicated on the plat of Rancho Alegre Subdivision.

Grantor hereby agrees to convey to The Association marketable title to the solid waste disposal site, such conveyance to be made after fifty lots in Rancho Alegre Subdivision have been sold.

The Association shall have the power to annually assess the owners of each lot for 1/78th of the reasonable costs of conducting The Association's business, and The Association shall have a lien on each lot in order to secure payment of such costs.

19. RIGHTS AND DUTIES OF GRANTOR

Any and all of the right, title, interest and estate given to or reserved by the Grantor herein or on the plat of Rancho Alegre Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Santa Fe.
County, New Mexico, and wherever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

20. **TERM OF COVENANTS**

   These covenants are perpetual and are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to terminate or amend said covenants in whole or in part.

21. **TITLE OTHER THAN BY PURCHASE OR GIFT**

   Should any mortgage or deed of trust be foreclosed on the property herein conveyed, then the title so acquired and the person or persons who thereupon and thereafter become the owner(s) of such property, shall be subject to and be bound by all the restrictions established herein.

22. **ENFORCEMENT**

   Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both. Grantor, the Committee, or the owner of any lot shall have the right to bring an action to enforce or prevent violation of these covenants and to recover reasonable attorney's fees and costs in connection therewith.

23. **SEVERABILITY**

   Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of January, 1978.

J. W. EAVES

ERMAL EA EAVES

BANK OF SANTA FE, Trustees of the John M. Eaves and Patricia Eaves Dempsey Trust

By

John Martin, Senior Vice President and Trust Officer

STATE OF NEW MEXICO )
COUNTY OF SANTA FE ) ss.

The foregoing instrument was acknowledged before me this 18th day of January, 1978, by J. W. Eaves and Ermalea his wife.

Notary Public

The foregoing instrument was acknowledged before me this 18th day of January, 1978, by John Martin, Senior Vice President and Trust Officer of Bank of Santa Fe, for and on behalf of said banking corporation.

Notary Public
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, J. W. Eaves and Ermalea Eaves, his wife,
and Bank of Santa Fe, as Trustee of the John M. Eaves
and Patricia Eaves Dempsey Trust, are the owners of that
certain subdivision known as Rancho Alegre Subdivision,
located in the County of Santa Fe, State of New Mexico,
and bearing the recording date of January 19, 1970; and

WHEREAS, because of increasing construction costs
and the necessity for energy conservation, it is in
the best interests of the lot owners of Rancho Alegre
that the Restrictive Covenants of Rancho Alegre
Subdivision be amended;

NOW, THEREFORE,

BE IT RESOLVED, that the following amendment to
Paragraph 2, Page 2, of the Restrictive Covenants for
Rancho Alegre Subdivision is hereby adopted:

2. Floor Area. No dwelling shall be more than
two stories. The ground floor area of the main structure,
exclusive of terraces, porches and garages, shall be not
less than 1,500 square feet for a one story dwelling, nor
less than 1,500 square feet for the ground floor of a
dwelling of more than one story. Guest Houses shall be
limited to one building and shall contain at least 300
square feet of ground floor area.

BE IT FURTHER RESOLVED, that the remainder of the
Restrictive Covenants for Rancho Alegre Subdivision
shall remain in full force and effect.

DATED: November 1, 1978

ARCHITECTURAL CONTROL
COMMITTEE:

J. W. EAVES

JOHN LEVERTON

JEFF DEMPSEY

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 1st day of

Notary Public
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, J. W. Eaves, and Ermalea Eaves, his
wife, and Bank of Santa Fe, as Trustee of the John M.
Eaves and Patricia Eaves Dempsey Trust, are the owners
of that certain subdivision known as Rancho Alegre
Subdivision, located in the County of Santa Fe, State
of New Mexico, according to that certain plat recorded
in Book No. 60 of Plats at Pages 17-21 of the records
of the County Clerk of Santa Fe County, New Mexico, and
bearing the recording date of January 19, 1978:

NOW, THEREFORE,

BE IT RESOLVED, that the following amendment

to Paragraph 17(5) of the Restrictive Covenants for Rancho
Alegre Subdivision is hereby adopted:

17.5 Water Conservation. A maximum of two
bathrooms per residence is accepted. 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 must be of a type
designed to use no more than 3.5 gallons per flush.

BE IT FURTHER RESOLVED, that the remainder of
the Restrictive Covenants for Rancho Alegre Subdivision
shall remain in full force and effect.

DATED: November 1, 1978

ARCHITECTURAL CONTROL
COMMITTEE:

[Signatures]

J. W. EAVES

[Signature]

J. W. DEMPSEY

[Signature]

JOHN LEVERTON

[Signature]

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I hereby certify that this instrument was filed for record on the 15th day of November, 1978, at 11:30 a.m., and was and is recorded as Document No. 391 in my Office of the Clerk, Santa Fe County, N.M.

CAROLINA R. GONZALEZ
Clerk, Santa Fe County, N.M.
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, J. W. Eaves and Ermaela Eaves, his wife, and
Bank of Santa Fe, as Trustee of the John M. Eaves and Patricia
Eaves Dempsey Trust, are the owners of that certain subdivision
known as Rancho Alegre Subdivision, located in the County of
Santa Fe, State of New Mexico, according to that certain plat
recorded in Book No. 60 of Plats at Pages 17-21 of the records
of the County Clerk of Santa Fe County, New Mexico, and bearing
the recording date of January 19, 1978; and

WHEREAS, two members of the Architectural Control
Committee, John Leverton and Jeffrey J. Dempsey, have resigned
as members of the Architectural Control Committee and the only
remaining member is J. W. Eaves;

NOW, THEREFORE,

BE IT RESOLVED, that the sole remaining member of the
Architectural Control Committee, J. W. Eaves, hereby designates
John M. Eaves and Ermaela Eaves as successors of John Leverton
and Jeffrey J. Dempsey on the Architectural Control Committee.

BE IT FURTHER RESOLVED, that the remainder of the
Restrictive Covenants for Rancho Alegre Subdivision shall
remain in full force and effect.

DATED: November 1, 1980

Architectural Control
Committee:

J. W. Eaves

STATE OF NEW MEXICO )
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this
ANDED RESTRICTIVE COVENANTS FOR RANCHO ALDRE SUBDIVISION

HEREOF, J.W. Eaves and Bernada Eaves, his wife, and First City Trust Company, as Trustees for the
John M. Eaves and Patricida Eaves Trustee Trust, are the owners of that certain subdivision known as Rancho
Aldre Subdivision, located in the County of Santa Fe, State of New Mexico, according to that certain plat
recorded on January 19, 1978, in Book No. 80 of Plats, at Pages No. 17-21, and bearing Reception No. 814,32;
and a replat of Lots 7A through 12A recorded on October 30, 1978, in Book 56, Page 45, and bearing Reception
No. 523,223, in the records of the County Clerk of Santa Fe County, New Mexico; and

HEREOF, and owners, pursuant to a general plan for the mutual benefit, protection, and enjoyment of
prospective purchasers of lots in said subdivision, desire to place therein certain restrictive covenants as
the use and occupancy of all of the lots in said subdivision;

NOW, THEREFORE, said owners, do hereby impose the following restrictive covenants to run with the
land:

1. LAND USE AND BUILDING TYPE: No building or structure of any kind shall be erected, placed,
altered, or permitted to remain on any lot, except a detached single family dwelling and a guest house, with
the necessary outbuildings, including a private garage, pump or well house, and structures necessary and
proper for the shelter and keeping of permitted livestock; and such dwelling house and guest house shall be
used as a private residence only. The permitted dwellings and the necessary outbuildings to be located on the
conveyed premises shall be in the style or form or appearance known as "Pueblo-Spanish," "Spanish Colonial,"
or "Old Santa Fe Style."

   Drainage courses and flood plains may not be used for construction, placement, or erection of any
   building or structure. These areas shall only be used for open space, natural vegetation, recreation, and
   wildlife habitats.

2. FLOOR AREA: No dwelling shall be more than two stories. The ground floor area of the main
   structure, exclusive of terraces, porches, and garages, shall be not less than 1,500 square feet for a one
   story dwelling, nor less than 1,500 square feet for the ground floor of a dwelling of more than one story.
   Guest houses shall be limited to one building and shall contain at least 300 square feet of ground floor
   area.

3. BUILDING LOCATION:

   (a) Placement: No building shall be located on any lot nearer than 100 feet to the front lot
       line, nor nearer than 100 feet to any side or rear lot line. For the purpose of this covenant, steps, and
       open porches shall not be considered as part of a building.

   (b) Mechanical Variance: A one foot (1') tolerance variation, by reason of mechanical variance
       of construction, is allowable for certain distance requirements from interior lot lines.

   (c) Utility Lines: All utility lines on any lot in this subdivision shall be provided by lot
       owner and shall be underground; this shall include all utility lines constructed between buildings on any lot.
       Oil and gas storage tanks may be above ground but their visibility from streets and other lots shall be
       screened in an attractive manner.
8. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee (hereinafter called "Committee") has been established, consisting of J. W. Evans, John Leverton, and John M. Evans. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The covenants, agreements, and restrictions established herein may be waived, terminated, or modified through a duly recorded written instrument executed by the Committee. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded, written instrument, to change the membership of the Committee, or to withdraw from the Committee, or to restore to it any of its powers and duties.

5. COMMITTEE APPROVAL: No structure of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee, in accordance with these covenants, quality of workmanship and materials, style, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No "cyclone" doors shall be erected. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

6. NATURAL ENVIRONMENT: The natural environment is to be left undisturbed on all lots, where practical, except for access to property, clearing of building sites and establishment of flower beds and gardens. Overgrazing, excessive use of off-road vehicles, or any other such activity which causes erosion of soil or other topographical features or otherwise unreasonably disturbs the natural environment is hereby expressly prohibited.

The term "natural environment," as used herein, includes, but is not limited to:

(a) The general topography characteristics such as soil, rock outcroppings, and arroyos, channels, and other natural drainage features; and

(b) All naturally occurring vegetation and wildlife, exclusive of weeds, pests, and vermin.

7. SOLAR SHIELD: The owners of each lot shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their lot(s), and neither successor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot.

8. PROHIBITION AGAINST FURTHER SUBDIVISION: No lot may be subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot, and in no case may a portion of any lot be sold such that the remaining portion would be less than ten (10) acres.

9. REFERRAL RIGHT OF PURCHASE: No sale of any lot shall be consummated without giving at least thirty (30) days written notice of the terms thereof, to grantor, and to the owners of the lots adjoining the conveyed lot; and any of them shall have the right to purchase the conveyed lot on such terms. This covenant does not apply to the initial sale of lots by the developer or his successor.
10. RESERVES:

(a) Reserves for installation and maintenance of utilities and drainage facilities are reserved, as indicated on the plat of this subdivision, or as otherwise granted.

(b) Reserves for use by unsanctioned traffic are reserved along both sides of and for the full length of all roads indicated on the plat of Rodeo Alegre Subdivision; such reserves shall be twenty (20) feet wide measured from the outer edge of the shoulder of the road.

(c) All driveways to all lots in this subdivision shall be entered only from streets dedicated in this subdivision and each property owner shall provide at least a 15-inch culvert at his driveway in conformance with County specifications.

11. WASTE DISPOSAL: No trash or garbage shall be burned or otherwise disposed of on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view. Trash and garbage shall be disposed of at reasonable regular intervals at the solid waste disposal site. Each residence shall be provided by the lot owner with an "aerobic digester" sewage disposal system meeting the recommended standards of the State Environmental Improvement Agency ("S.E.I.A.") with a permit issued by the S.E.I.A., prior to installation, and approved by the Committee. Outdoor privies are prohibited.

12. SIGHT TRIANGLE AT INTERSECTIONS: No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or as in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

13. TEMPORARY RESIDENTIAL STRUCTURES: No structure of a temporary character and no trailer, tent, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction shall be completed within twelve (12) months from the date of commencement.

14. LIVESTOCK AND Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for the following:

(a) No more than four dogs, cats, or other household pets may be kept;

(b) On each lot there may be kept one large herbivore (horse, cow, hog, goat, or sheep) per five acres of lot area, with a maximum of four (4) herbivores for any one lot;

(c) Twelve (12) domestic poultry may be kept on any lot; and,

(d) Any and all livestock including household pets shall be kept in a humane and sanitary manner, and none shall be kept, bred, or maintained for commercial purposes.

15. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five feet advertising the property for sale or rent.
16. HAZARDS: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots and all common areas encompassed within the exterior boundaries of said lots, clear of trash, rubbish, and noxious or offensive materials.

17. WATER CONSERVATION: In order to assure the continuing and efficient use of water resources, the following restrictions (which are based on the Water Conservation Covenants as proposed in the Santa Fe County Development Code) shall apply to each lot:

(a) A water meter, of the type specified by the Architectural Control Committee, must be installed for each water well and the readings shall be reported in writing to the Architectural Control Committee on the first day of February each year, or as otherwise specified in writing by the Architectural Control Committee.

(b) All flower and vegetable gardens and other aesthetic landscaping shall not exceed 200 square feet. No other outdoor use of water for irrigation purposes is permitted, except for initial irrigation of native plant species to establish such species during the first year of their growth. Except as provided herein, all landscaping must utilize native trees, shrubs, and grasses or non-plant materials.

(c) Swimming pools, of a permanent or temporary nature, are not permitted. Children's wading pools of a diameter not to exceed 8 feet and a depth not to exceed 1 foot are acceptable.

(d) Water systems are to be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi within the residence.

(e) A maximum of two bathrooms per residence is accepted. 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 must be of a type designed to use no more than 3.5 gallons per flush.

(f) A maximum of one kitchen and one utility sink is accepted. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute. One automatic dishwasher and one automatic clothes washer are permitted, provided that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

(g) All hot water lines must be insulated against heat loss.

(h) No water shall be used for any commercial purpose.

18. HOME ASSOCIATION: Grantor hereby agrees to establish the Rancho Alegre Home Association as a nonprofit New Mexico corporation, herein referred to as "the Association," and the owners of each lot shall automatically be members in the Association with a right to exercise one vote per lot. The sole purpose and duty of the Association is to own, maintain, pay taxes on, and be responsible for the solid waste disposal site located on the plat of Rancho Alegre Subdivision.

Grantor hereby agrees to convey to the Association marketable title to the solid waste disposal site, such conveyance to be made after fifty lots in Rancho Alegre Subdivision have been sold.
The Association shall have the power to annually assess the owners of each lot for 1/75th of the reasonable costs of conducting the Association's business, and the Association shall have a lien on each lot in order to secure payment of such costs.

20. RIGHTS AND LIENS OF GRANTOR: Any and all the right, title, interest, and estate given to or reserved by the Grantor herein on the plat of Rancho Allegre Subdivision may be transferred or assigned to any person, firm, or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Santa Fe County, New Mexico, and whenever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

21. TERM OF Covenants: These covenants are perpetual and are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to terminate or amend said covenants, in whole or in part.

22. TITLE OTHER THAN PURCHASE OR GIFT: Should any mortgage or deed of trust be foreclosured on the property herein conveyed, then the title so acquired and the person or persons who thereupon thereafter become the owner(s) of such property, shall be subject to and be bound by all the restrictions established herein.

23. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both. Grantor, the Committee, or the owner of any lot shall have the right to bring an action to enforce or prevent violation of these covenants and to recover reasonable attorneys' fees and costs in connection therewith.

24. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this __________ day of __________, 1984.

J. W. DAVES

JOHN LEVINGTON

J. W. DAVES
STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing Instrument was acknowledged before me this 29th day of February, 1984, by J. W. Eaves.

[Signature]
Notary Public

COUNTY OF Bernalillo

The foregoing Instrument was acknowledged before me this 14th day of February, 1984, by John Leonerton.

[Signature]
Notary Public

STATE OF NEW MEXICO

COUNTY OF Bernalillo

The foregoing Instrument was acknowledged before me this 14th day of February, 1984, by John M. Evans.

[Signature]
Notary Public

COUNTY OF SANTA FE

STATE OF NEW MEXICO

I hereby certify that this instrument was filed and recorded in the office of the Clerk of New Mexico, in the county of Santa Fe, on the 29th day of February, 1984. I was duly registered in book 520, at page 153, and recorded in the office of the Clerk of Santa Fe County. I have witnessed my hand and seal of office.

[Signature]
County Clerk, Santa Fe County, N.M.
WHEREAS, J. M. Lowes and Patricia Lowes, his wife, and United New Mexico Trust Company, as Trustee for
the John M. Lowes and Patricia Lowes D/bguy Fund, are the owners of certain property known as Lancha
Alegre Subdivision, located in the County of Santa Fe, State of New Mexico, according to that certain plat
recorded on January 19, 1978, in Book No. 21 of Plat, at Page No. 17-21, and bearing Reception No. 414,524;
and a replat of Lots 7A through 24 recorded on October 30, 1978, in Book 6b, Page 44, and bearing Reception
No. 429,223, in the records of the County Clerk of Santa Fe County, New Mexico;

WHEREAS, said owners, pursuant to a general plan for the mutual benefit, protection, and enjoyment of
prospective purchasers of lots in said subdivision, desire to place therein certain restrictive covenants as
an aid to the use and occupancy of all of the lots in said subdivision;

NOW, THEREFORE, said owners do hereby impose the following restrictive covenants to run with the

1. LAND USE AND BUILDING TYPE: No building or structure of any kind shall be erected, placed,
 altered, or permitted to remain on any lot, except a detached single family dwelling and a guest house, with
 the necessary outbuildings, including a private garage, pump or well house, and structures necessary and
 proper for the shelter and keeping of permitted livestock; and such dwelling house and guest house shall be
 used as a private residence only. The permitted dwellings and the necessary outbuildings to be located on the
 conveyed premises shall be in the style or form or appearance known as "Spanish-Colonial," or "Old Santa Fe Style."

Drainage courses and flood plains may not be used for construction, placement, or erection of any
 building or structure. These areas shall only be used for open space, natural vegetation, recreation, and
 wildlife habitat.

2. FLOOR PLAN: No dwelling shall be more than three stories. The ground floor area of the main
 structure, exclusive of terraces, porches, and garages, shall not be less than 1,500 square feet for a one-
 story dwelling, nor less than 1,000 square feet for the ground floor of a dwelling of more than one story.
 Guest houses shall be limited to one building and shall contain at least 300 square feet of ground floor
 area.

3. BUILDING LOCATION:

(a) Placement: No building shall be located on any lot nearer than 100 feet to the front lot
 line; nor nearer than 100 feet to any side or rear lot line. For the purpose of this
covenant, noes, streets, and open porches shall not be considered as a part of a building.

(b) Mechanical Variances: A one-foot (-1') tolerance variation, by reason of mechanical variance
of construction is allowable for minimum distance requirements from interior lot lines.

(c) Utility Lines: All utility lines on any lot in this subdivision shall be provided by lot
owner and shall be underground; this shall include all utility lines constructed between buildings on any lot.
Oil and gas storage tanks may be above ground but their visibility shall be a minimum distance measure.
4. AN ARCHITECTURAL CONTROL COMMITTEE (hereinafter called "Committee") has been established, consisting of J. W. Lanes, John Levitz, and John M. Laves. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The covenants, restrictions, and regulations established herein may be amended, terminated, or modified through a duly recorded written instrument executed by the Committee. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, to withdraw from the Committee, or to refuse to it any of its powers and duties.

5. COMMITTEE APPROVAL: No structure of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to compliance with these covenants, qualities of workmanship and materials, style, harmony of external design with existing structures, and in location with respect to topography and finish grade elevation. No "cylinder" fences shall be erected. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

6. NATURAL ENVIRONMENT: The natural environment is to be left undisturbed on all lots, with but practical, except for access to property, clearing of building sites, and establishment of flower beds and gardens. Overgrazing, excessive use of off-road vehicles, or any other such activity which causes erosion of soil or other topographical features, or otherwise unreasonably disturbs the natural environment as hereby expressly prohibited.

The term "natural environment," as used herein, includes, but is not limited to:

(a) The general topography characteristics such as soil, rock outcrops, and arroyos, channels, and other natural drainage features; and

(b) All naturally occurring vegetation and wild life, exclusive of waste, pests, and vermin.

7. SOLAR ENERGY: The owner of each lot shall have the right to use and enjoyment of solar energy from the sun which naturally impinges upon their lot(s), and neither grantor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot.

8. PROHIBITION AGAINST FURTHER SUBDIVISION: No lot may be subdivided, nor may any portion of any Residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot, and in no case may a portion of any lot be sold such that the remaining portion would be less than ten (10) acres.

9. PREFERENTIAL RIGHT OF PURCHASE: No sale of any lot shall be consummated without giving at least thirty (30) days written notice of the terms thereof, to grantor, and to the owners of the lots adjoining the conveyed lot; and any of them shall have the right to purchase the conveyed lot on such terms. This covenant does not apply to the initial sale of lots by the developer or his successor.
III. EXCERPTS

(a) Except for installation and maintenance of utilities and drainage facilities are
required, as indicated on the plat of this subdivision, or as otherwise granted,

(b) Lane-meters for use by unmotorized traffic or the full
length of all roads indicated on the plat of Rancho Alegre Subdivision such lane
shall be twenty (20)

(c) All driveways to all lots in this subdivision shall be centered only from streets dedicated
in this subdivision and each property owner shall provide at least a 13-inch culvert at his driveway in con-
formance with County specifications.

11. WASTE DISPOSAL: No trash or garbage shall be burned or otherwise disposed of on the premises.
Garbage shall be placed in covered containers, said container shall not be concealed from public view. Trash and
garbage shall be disposed of at reasonably regular intervale at a solid waste disposal site. Each residence
shall be provided by the lot owner with a "portable dumpster" waste disposal system meeting the recommended
standards of the State Environmental Improvement Agency (S.E.I.A.), with a permit issued by the S.E.I.A. prior
to installation, and approved by the Committee. Outdoor privies are prohibited.

12. SIGHT TRIANGLE AT INTERSECTIONS: No fence, wall, hedge, or shrub which obstructs sight lines at

13. TEMPORARY RESIDENTIAL STRUCTURES: No structure of a temporary character and no trailer, base-
ment, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence,
either temporarily or permanently. All construction shall be completed within twelve (12) months from the
date of commencement.

14. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or
kept on any lot, except for the following:

(a) No more than four dogs, cats, or other household pets may be kept;

(b) On such lot, there may be kept one large herbivore (horse, cow, hog, goat, or sheep) per
five acres of lot area, with a maximum of four (4) herbivores for any one lot;

(c) Twelve (12) domestic poultry may be kept on any lot; and,

(d) Any and all livestock including household pets shall be kept in a humane and sanitary
manner, and none shall be kept, bred, or maintained for commercial purposes.

15. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one
professional sign of not more than one square foot or one sign of not more than fifteen feet advertising the pro-

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16. NUISANCES: No nuisance or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots and all enclosures therein maintained within the exterior boundaries of said lots, clear of trash, rubbish, and nuisance or offensive materials.

17. WATER CONSERVATION: In order to assure the continuing and efficient use of water resources, the following restrictions (which are based on the Water Conservation Covenants as proposed in the Santa Fe County Development Code) shall apply to each lot:

(a) A water meter, of the type specified by the Architectural Control Committee, must be installed for each water well and the readings shall be reported in writing to the Architectural Control Committee on the first day of February each year, or otherwise specified in writing by the Architectural Control Committee.

(b) All flower and vegetable gardens and other aesthetic landscaping shall not exceed 100 square feet. No other outdoor use of water for irrigation purposes is permitted, except for initial irrigation of native plant species to establish such species during the first year of their growth. Except as provided herein, all landscaping must utilize native trees, shrubs, and grasses or non-plant materials.

(c) Swimming pools, of a permanent or temporary nature, are not permitted. Children's wading pools of a diameter not to exceed 8 feet and a depth not to exceed 1 foot are acceptable.

(d) Water systems are to be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi within the residence.

(e) A maximum of two bathrooms per residence is accepted. Fixtures such as bathtub 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 must be of a type designed to use no more than 3.5 gallons per flush.

(f) A maximum of one kitchen and one utility sink is accepted. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute. One automatic dishwasher and one automatic clothes washer are permitted, provided that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

(g) All hot water lines must be insulated against heat loss.

(h) No water shall be used for any commercial purpose.

18. HOME ASSOCIATION: Grantor hereby agrees to establish the Rancho Alegre Home Association as a nonprofit New Mexico corporation, herein referred to as the Association, and the owners of each lot shall automatically be members in the Association with a right to exercise one vote per lot. The sole purpose and duty of the Association is to own, maintain, pay taxes on, and be responsible for the solid waste disposal site indicated on the plat of Rancho Alegre Subdivision.

Grantor hereby agrees to convey to the Association marketable title to the solid waste disposal site, such conveyance to be made after fifty lots in Rancho Alegre Subdivision have been sold.
The Association shall have the power to annually assess the owners of each lot for 1/78th of the reasonable costs of conducting the Association's business, and the Association shall have a lien on each lot in order to secure payment of such costs.

19. RIGHTS AND DUTIES OF GRANTOR: Any and all of the right, title, interest, and estate given to or reserved by the Grantor herein or on the plat of Ranchon Alegre Subdivision may be transferred or assigned to any person, firm, or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Santa Fe County, New Mexico, and wherever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

20. TERM OF COVENANTS: These covenants are perpetual and are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to terminate or amend said covenants, in whole or in part.

21. TITLE OTHER THAN BY PURCHASE OR GIFT: Should any mortgage or deed of trust be foreclosed on the property herein conveyed, then the title so acquired and the person or persons to whom such title is conveyed shall remain as the owner(s) of such property, shall be subject to and be bound by all the restrictions established herein.

22. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both. Grantor, the Committee, or the owner of any lot shall have the right to bring an action to enforce or prevent violation of these covenants and to recover reasonable attorneys' fees and costs in connection therewith.

23. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of ________________, 1983.

[Signatures]

J. LEAVES

JOHN LEVERTON

JAN A. LEAVES
STATE OF NEW MEXICO } 

COUNTY OF SANTA FE } 

The foregoing instrument was acknowledged before me this 21st day of March, 1985, by J. W. Cawse. 

[Signature]
Notary Public

[Stamp]

STATE OF NEW MEXICO } 

COUNTY OF BERNALILLO } 

The foregoing instrument was acknowledged before me this 21st day of March, 1985, by John M. Cawse.

[Signature]
Notary Public

[Stamp]
AMENDED RESTRICTIVE COVENANTS FOR RANCHO ALGARE SUBDIVISION

WHEREAS, J. W. Elaves and Brenda Elaves, his wife, and United New Mexico Trust Company, as Trustees for the John H. Elaves and Patricia Elaves Elaves Trust (hereinafter collectively referred to as "Grantees") are the owners of that certain subdivision known as Rancho Alhure Subdivision, located in the County of Santa Fe, State of New Mexico, according to that certain plat recorded on January 19, 1972, in Book No. 60 of Plats, at Pages No. 17-21, and bearing Reception No. 414,356; and a replat of lots 7A through 12A recorded on October 30, 1978, in Book 66, Page 45, and bearing Reception No. 429,223, in the records of the County Clerk of Santa Fe County, New Mexico; and

WHEREAS, said owners, pursuant to a general plan for the mutual benefit, protection, and enjoyment of prospective purchasers of lots in said subdivision, desire to place therein certain restrictive covenants as to the use and occupancy of all of the lots in said subdivision:

NOW, THEREFORE, said owners do hereby impose the following restrictive covenants to run with the land:

1. LAND USE AND BUILDING TYPE: No building or structure of any kind shall be erected, placed, altered, or permitted to remain on any lot, except a detached single family dwelling and a guest house, with the necessary outbuildings, including a private garage, pump or well house, and structures necessary and proper for the shelter and keeping of permitted livestock; and such dwelling house and guest house shall be used as a private residence only. The permitted dwellings and the necessary outbuildings to be located on the conveyed premises shall be in the style or form or appearance known as "Pueblo-Spanish," "Spanish Colonial," or "Old Santa Fe Style."

Drainage courses and flood plains may not be used for construction, placement, or erection of any building or structure. Those areas shall only be used for open space, natural vegetation, recreation, and wildlife habitat.

2. FLOOR PLAN: No dwelling shall be more than two stories. The ground floor area of the main structure, exclusive of terraces, porches, and garages, shall be not less than 1,500 square feet for a one story dwelling, nor less than 1,500 square feet for the ground floor of a dwelling of more than one story. Guest houses shall be limited to one building and shall contain at least 300 square feet of ground floor area.

3. BUILDING LOCATION:

(a) Placement: No building shall be located on any lot nearer than 100 feet to the front lot line, nor nearer than 100 feet to any side or rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

(b) Mechanical Variance: A one foot (1') tolerance variation, by reason of mechanical variance of construction, is allowable for setback and requirements from interior lot lines.

(c) Utility Lines: All utility lines on any lot in this subdivision shall be provided by lot owner and shall be underground; this shall include all utility lines constructed between buildings on any lot. Oil and gas storage tanks may be above ground but their visibility from streets and other lots shall be screened in an attractive manner.
4. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee (hereinafter called "Committee") has been established, consisting of J. W. Evans, John Leverton, and John H. Eaves. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The covenants, agreements, and restrictions established herein may be waived, terminated, or modified through a duly recorded written instrument executed by the Committee. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded, written instrument, to change the membership of the Committee, or to withdraw from the Committee, or to restore to it any of its powers and duties.

5. COMMITTEE APPROVAL: No structure of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to compliance with these covenants, quality of workmanship and materials, style, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No "cyclone" fences shall be erected. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

6. NATURAL ENVIRONMENT: The natural environment is to be left undisturbed on all lots, where practical, except for access to property, clearing of building sites and establishment of flower beds and gardens. Overgrazing, excessive use of off-road vehicles, or any other such activity which causes erosion of soil or other topographical features or otherwise unreasonably disturbs the natural environment is hereby expressly prohibited.

The term "natural environment," as used herein, includes, but is not limited to:

(a) General topography characteristics such as soil, rock outcroppings, and arroyos, channels, and other natural drainage features; and

(b) All naturally occurring vegetation and wild life, exclusive of weeds, pests, and vermin.

7. SOLAR ENERGY: The owners of each lot shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their lots, and neither grantor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot.

8. PROHIBITION AGAINST FURTHER SUBDIVISION: No lot may be subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot, and in no case may a portion of any lot be sold such that the remaining portion would be less than ten (10) acres.

9. PREFERENTIAL RIGHT OF PURCHASE: No sale of any lot shall be consummated without giving at least thirty (30) days written notice of the terms thereof, to Grantor, and to the owners of the lots adjoining the conveyed lot; and any of them shall have the right to purchase the conveyed lot on such terms. This covenant does not apply to the initial sale of lots by the Grantor or his successor.
10. EASEMENTS:

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved, as indicated on the plat of this subdivision, or as otherwise granted.

(b) Easements for use by nonmotorized traffic are reserved along both sides and for the full length of all roads indicated on the plat of Rancho Alegre Subdivision; such easements shall be twenty (20) feet wide measured from the outer edge of the shoulder of the road.

(c) All driveways to all lots in this subdivision shall be entered only from streets dedicated in this subdivision and each property owner shall provide at least a 15-inch culvert at his driveway in conformance with County specifications.

11. WASTE DISPOSAL: No trash or garbage shall be burned or otherwise disposed of on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view. Trash and garbage shall be disposed of at reasonably regular intervals at the solid waste disposal site. Each residence shall be provided by the lot owner with an "anaerobic digester" sewage disposal system meeting the recommended standards of the State Environmental Improvement Agency ("E.I.A.") with a permit issued by the E.I.A. prior to installation, and approved by the Committee. Outdoor privies are prohibited.

12. SIGHT TRIANGLE AT INTERSECTIONS: No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or as in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

13. TEMPORARY RESIDENTIAL STRUCTURES: No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All construction shall be completed within twelve (12) months from the date of commencement.

14. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for the following:

(a) No more than four dogs, cats, or other household pets may be kept;

(b) On each lot there may be kept one large herbivore (horse, cow, hog, goat, or sheep) for five acres of lot area, with a maximum of four (4) herbivores for any one lot;

(c) Twelve (12) domestic poultry may be kept on any lot; and,

(d) Any and all livestock including household pets shall be kept in a humane and sanitary manner, and none shall be kept, bred, or maintained for commercial purposes.

15. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent.
16. MUNICIPES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots and all encumbrances encompassed within the exterior boundaries of said lots, clear of trash, rubbish, and noxious or offensive materials.

17. WATER CONSERVATION: In order to assure the continuing and efficient use of water resources, the following restrictions (which are based on the Water Conservation Ordinances as proposed in the Santa Fe County Development Code) shall apply to each lot:

(a) A water meter, of the type specified by the Architectural Control Committee, must be installed for each water well and the readings shall be reported in writing to the Architectural Control Committee on the first day of February each year, or as otherwise specified in writing by the Architectural Control Committee.

(b) All flower and vegetable gardens and other aesthetic landscaping shall not exceed 200 square feet. No other outdoor use of water for irrigation purposes is permitted, except for initial irrigation of native plant species to establish such species during the first year of their growth. Except as provided herein, all landscaping must utilize native grasses, shrubs, and grasses or non-plant materials.

(c) Swimming pools, of a permanent or temporary nature, are not permitted. Children's wading pools of a diameter not to exceed 8 feet and a depth not to exceed 1 foot are acceptable.

(d) Water systems are to be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi within the residence.

(e) A maximum of two bathrooms per residence is accepted. 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 must be of a type designed to use no more than 3.5 gallons per flush.

(f) A maximum of one kitchen and one utility sink is accepted. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute. One automatic dishwasher and one automatic clothes washer are permitted, provided that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

(g) All hot water lines must be insulated against heat loss.

(h) No water shall be used for any commercial purpose.

18. HOMEMEWS' ASSOCIATION: Grantor has established the Rancho Alegre Homeowners' Association as a nonprofit New Mexico corporation, herein referred to as "the Association," and the owners of each lot shall automatically be members in the Association with a right to exercise one vote per lot. The sole purpose and duty of the Association is to own, maintain, pay taxes on, and be responsible for the solid waste disposal site indicated on the plat of Rancho Alegre Subdivision.

Grantor hereby agrees to convey to the Association marketable title to the solid waste disposal site, such conveyance to be made after fifty lots in Rancho Alegre Subdivision have been sold.
The Association shall have the power to annually assess the owners of each lot for 1/75th of the reasonable costs of conducting the Association's business, and the Association shall have a lien on each lot in order to secure payment of such costs.

19. RIGHTS AND DUTIES OF GRANTOR: Any and all of the right, title, interest, and estate given to or reserved by the Grantor herein or on the plat of Rancho Alegre Subdivision may be transferred or assigned to any person, firm, or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Santa Fe County, New Mexico, and wherever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

20. TERM OF COVENANTS: These covenants are perpetual and are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to terminate or amend said covenants, in whole or in part.

21. TITLE OTHER THAN BY PURCHASE OR GIFT: Should any mortgage or deed of trust be foreclosed on the property herein conveyed, then the title so acquired and the person or persons who thereupon and thereafter become the owner(s) of such property, shall be subject to and be bound by all the restrictions established herein.

22. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both. Grantor, the Architectural Control Committee, or the owner of any lot shall have the right to bring an action to enjoin or prevent violation of these covenants and to recover reasonable attorneys' fees and costs in connection therewith.

23. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of September, 1997.

[Signatures]

By, [Trustee's Name]

United New Mexico Trust Company, Trustee
of the John M. Eaves and Patricia Eaves
Eveves Trust

[Trustee's Name]

Reported, Deputy

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO

(Stamp)
STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 30 day of September, 1987, by J. W. Eaves.

[Signature]
Notary Public

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 20 day of September, 1987, by Erma Lee

[Signature]
Notary Public

November
The foregoing instrument was acknowledged before me this 12 day of November, 1987, by Linda L. Browning, Trust Officer of United New Mexico Trust Company, a New Mexico corporation, (not) having a corporate seal, with the authority of its board of directors, who personally appeared before me and acknowledged the foregoing instrument as the free act and deed of the corporation for the uses and purposes set forth herein.

[Signature]
Notary Public

My commission expires:

[Stamp]
AMENDMENT TO RESTRICTIVE COVENANTS
FOR RANCHO ALEGRE SUBDIVISION

This Amendment is made this 29th day of August, 1991, to the Amended Restrictive Covenants for Rancho Alegre Subdivision, recorded November 20, 1987 as Reception #636,840, in Book 397, Pages 382-387 of the records of Santa Fe County, New Mexico.

Paragraph 17(e) of the above-referenced Covenants is hereby modified to read as follows:

(e) A maximum of two bathrooms per single family dwelling and one bathroom per guest house is accepted. 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 not more than 3.0 gallons per minute. Toilets must be of a type designed to use no more than 3.5 gallons per flush.

RANCHO ALEGRE SUBDIVISION
ARCHITECTURAL CONTROL COMMITTEE:

J. W. Eaves
John M. Eaves

STATE OF NEW MEXICO )
COUNTY OF SANTA FE ) ss.

The foregoing instrument was acknowledged before me this 5th day of September, 1991, by J. W. Eaves.

Margaret De La Fuente
Notary Public

My Commission expires:
STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 25th day of May, 1991, by John M. Eaves.

My commission expires: 3/38/83

Notary Public

COUNTY OF SANTA FE

STATE OF NEW MEXICO

I hereby certify that this instrument was filed for record on the 3/17/91, at 11:47 A.M., and was recorded in Book 447, page 317-318, of the records of Santa Fe County.

Witneses my hand and seal of office.

Deputy

COUNTY CLERK

SANTA FE COUNTY NEW MEXICO

JONA G. ARNOLD

753 593

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I hereby certify that this instrument was filed for record on the 3/17/91, at 11:47 A.M., and was recorded in Book 447, page 317-318, of the records of Santa Fe County.

Witneses my hand and seal of office.

Christina Garcia

Deputy

COUNTY CLERK

SANTA FE COUNTY NEW MEXICO

JONA G. ARNOLD
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, Daniel L. Finn, is the chairman of the Architectural Control Committee, having accepted the position on June 10, 2009, of the Rancho Alegre Subdivision located in the County of Santa Fe, State of New Mexico, according to that certain plat of the County Clerk of Santa Fe County, New Mexico, and bearing the recording date of January 19, 1978; and

WHEREAS, the current Architectural Control Committee, in a meeting held on June 13, 2009, has resolved to increase the number of members of the Committee from three (3) to five (5); and

WHEREAS, Daniel L. Finn, chairman Architectural Control Committee hereby designates Paul Schmolke, Peter Smith, Patricia Finn and Melanie Morais as members on the Architectural Control Committee.

NOW, THEREFORE,

BE IT RESOLVED, that the chairman of the Architectural Control Committee, Daniel L. Finn, hereby designates Paul Schmolke, Peter Smith, Patricia Finn and Melanie Morais as new members on the Architectural Control Committee and the Committee has approved the appointments.

BE IT FURTHER RESOLVED, that the remainder of the Restrictive Covenants for Rancho Alegre Subdivision, as written and filed by the Grantor J.W. Eaves, shall remain in full force and effect.

Dated: June 14, 2009

Architectural Control Committee:

[Signature]

Daniel L. Finn

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me this 14th day of June, 2009, by Daniel L. Finn.

[Signature]

Diana R. Ronquillo

Notary Public

My Commission Expires: 09/27/2010

OFFICIAL SEAL

Diana R. Ronquillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 09/27/2010
HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 17TH DAY OF JUNE, 2009 AT 03:30:12 PM AND WAS DULY RECORDED AS INSTRUMENT # 1567277.

THE RECORDS OF SANTA FE COUNTY

WITNESSE MY HAND AND SEAL OF OFFICE.

Valerie Espinosa
County Clerk, Santa Fe, NM
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, Daniel L. Finn is the chairman of the Architectural Control Committee, having accepted the position on June 10, 2009, of the Rancho Alegre Subdivision located in the County of Santa Fe, State of New Mexico, according to that certain plat of the County Clerk of Santa Fe County, New Mexico, and bearing the recording date of January 19, 1978; and

WHEREAS, Melanie Morais, member of the Committee, has resigned from the Committee due to health reasons; and,

WHEREAS, Daniel L. Finn, having the power as chairman of the Architectural Control Committee, hereby designates Lynne Schmolke, to replace Melanie Morais as a member on the Architectural Control Committee.

NOW, THEREFORE,

BE IT RESOLVED, that the chairman of the Architectural Control Committee, Daniel L. Finn, on July 11, 2009, hereby designates Lynne Schmolke as a new member on the Architectural Control Committee.

BE IT FURTHER RESOLVED, that the remainder of the Restrictive Covenants for Rancho Alegre Subdivision, as written and filed by the Grantor J. W. Eaves, shall remain in full force and effect.

Dated July 13, 2009

Architectural Control Committee:

[Signature]
Daniel L. Finn

STATE OF NEW MEXICO)

COUNTY OF SANTA-FE)

The foregoing instrument was acknowledged before me this 14th day of August, 2009, by

Daniel L. Finn.

Notary Public

RESOLUTION

Hereby certify that this instrument was filed for record on the 14th day of August, 2009, at 1:29:58 PM and was duly recorded as Instrument # 1574018.

The Recorder of Santa Fe County

Witness my hand and seal of office.

Valerie Espinoza
Deputy County Clerk, Santa Fe, NM
This Amendment is made this eleventh day of October, 2009, to the Amended Restrictive Covenants for Rancho Alegre Subdivision, recorded November 20, 1987 as Reception #636, 840, in Book 397, Pages 382-387 of the records of Santa Fe County, New Mexico.

Paragraph 17(e) of the above-referenced Covenants is hereby modified to read as follows:

(e) A maximum of three bathrooms per subdivision lot is accepted. Bathrooms may be placed either in the main residence or a guest house; however the maximum combined number is three. 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 not more than 3.0 gallons per minute. Toilets must be of a type designed to use no more than 3.5 gallons per flush.

RANCHO ALEGRE SUBDIVISION
ARCHITECTURAL CONTROL COMMITTEE

Daniel Finn, Chairman

Paul Schmolke, member

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

The foregoing instrument was acknowledged before me this 15th day of October, 2009 by Daniel Finn and Paul Schmolke.

My Commission Expires:

3 1 11 2013

NOTARY PUBLIC

[Signature]

OFFICIAL SEAL
Brian J. Sanchez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 7/1/2013
RESOLUTION OF THE
RANCHO ALEGRE ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, on February 24, 2017, Daniel L. Finn has resigned as the chairman of the Architectural Control Committee of the Rancho Alegre Subdivision located in the County of Santa Fe, State of New Mexico, according to that certain plat of the County Clerk of Santa Fe County, New Mexico, bearing the recording date of January 19, 1978 and has appointed Peter Smith as the new chairman of the Committee; and

WHEREAS, Patricia Finn and Lynne Schmolke have resigned from the Committee.

NOW, THEREFORE,

BE IT RESOLVED, that the new chairman of the Architectural Control Committee, Peter Smith, hereby designates Marc Bonem as a new member of the Architectural Control Committee.

BE IT FURTHER RESOLVED, that the remainder of the Restrictive Covenants for Rancho Alegre Subdivision, as written and filed with the Santa Fe County Clerk, shall remain in full force and effect.

Dated March 18, 2017

Architectural Control Committee:

Peter Smith, Chairman

Paul Schmolke, Member

STATE OF NEW MEXICO

) ss

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me this 20TH day of March, 2017 by Peter Smith and Paul Schmolke.

Marcel Legendre, NOTARY PUBLIC

OFFICIAL SEAL

MARCEL LEGENDRE
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 07-30-2019

COUNTY OF SANTA FE )  RESOLUTION
STATE OF NEW MEXICO ) ss
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 20TH Day Of March, 2017 at 02:21:35 PM
And Was Duly Recorded as Instrument # 1820872
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM