AMENDED AND SUBSTITUTED
DECLARATION OF RESTRICTIVE COVENANTS
COLINAS DEL SOL SUBDIVISION

Whereas, this declaration of restrictive covenants replaces the prior recorded covenants and the first amendment to the restrictive covenants; and,

Whereas, the water use was restricted to .25 acre feet per year per lot; and,

Whereas, the Board of County Commissioners at its meeting of December 13, 2016 approved a change to the prior condition of approval increasing annual water use to .25 acre feet per lot as recorded in instrument number 1850220; and,

Whereas, the Declarant owns more than sixty-six (66) percent of the lots required to make amendments to the Declaration.

ARTICLE 1: DECLARATION

KNOW ALL MEN BY THESE PRESENTS:
The undersigned, High Desert Partnership LCC, the owner of the real property now duly platted as the Colinas del Sol Subdivision as shown by the plat thereof filed in the Office of the County Clerk of Santa Fe County, New Mexico, on the 16 day of Feb, at Plat Book ___, Page ____ HEREBY MAKES THE FOLLOWING DECLARATION as to limitation, restrictions and uses to which the lots or tracts constituted said Subdivision may be put, HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding to all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said Subdivision desirable and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto.

ARTICLE 2: DEFINITIONS

2.01 **Architectural Approval:** shall mean approval of plans and specifications by the person or persons designated herein to give and withhold said transferred approval, or, following the sale of sixty-six percent (66%) of the lots in the Subdivision, an Architectural Control Committee appointed by the "Lot Owners" Association as provided for herein.

2.02 **Assessments**: the assessment levied against each Owner for the Owner's allocated share, Water Well Assessments, specially allocated expenses, fines, interest and the costs of enforcement.

2.03 **Association**: the Colinas del Sol Subdivision Lot Owners' Association, a New Mexico non-profit corporation.

2.04 **Board**: the Board of Directors of the Association.

2.05 **Common Expenses**: the amount necessary to manage the Association and to repair, maintain and replace the Common Property, including replacement and operating reserves, expenses declared to be common expenses by the Governing Documents or by resolution of the Board.

2.06 **Common Property**: all areas of land within the Subdivision, excluding Lots, and all easement rights of the Association over areas of land for road purposes, drainage easements and other common easements shown on the plat, including water well easements and Shared Well System Facilities and any other real or personal property owned or hereafter acquired by the Association.

2.07 **Governing Documents**. this Declaration, conditions of approval set forth of plat, Articles and Bylaws of the Association and any rules adopted by the Association.

2.08 **Household Pets**: shall mean dogs, cats, hamsters and birds and similar small animals.

2.09 **Lot**: shall mean each and every numbered lot sold or held for sale in the Subdivision as shown on the Plat of survey of said Subdivision filed in the Office of the County Clerk of Santa Fe County, New Mexico, at Plat Book ____, Page _____. "Lots" shall not include property withheld from sale by the Subdivider for dedication to the County of Santa Fe, nor property withheld from sale by the Subdivider for the exclusive use of the residents of the Subdivision or for utility services.

2.10 **Lot Owners' Association**: shall mean a non-profit corporation, to be incorporated by the Subdivider. Said Association shall have the power to appoint an Architectural Control Committee, and such other powers as it may be granted by the Subdivider, by the members of the "Lot Owners" Association or as the Association may possess as a matter of law, including but not limited to the right and power to own real property for the benefit of the residents of the Subdivision.

2.11 **Owner or Lot Owner**: the record owner, whether one or more natural persons, associations, or entities, of legal equitable, or beneficial title of or to any Lot and shall include purchaser of a Lot under a recorded executory contract for sale of real property, or memorandum thereof, commonly referred to as a "real estate contract". An Owner shall not

include persons or entities who hold an interest in any Lot or in the Property merely as security for the performance of an obligation.

2.12 **Plat.** The Subdivision document recorded with the Office of the Santa Fe County Clerk, on 2/16/18 in Book 829 Page 46-48 and subsequently re-recorded in the Office of the Santa Fe County Clerk on _____ in Book 829 Page 46-48

2.13 **Shared Well System Facilities:** the thirty thousand 30,000 gallon buried storage tank located on lot 1 and all distribution lines and fire hydrants for the fire protection system and wells and associated pumps and distribution lines delivering water to the Lots.

2.14 **Structure:** a residence and other buildings, shed, storage unit, garage, and components thereof such as a porch, portal, patio, desk and any additions thereto, water features, lap pool, hot tub, underground water harvest tank, satellite dish, solar collector, HVAC unit, flag pole, wall, fence and anything erected, constructed, placed, laid or installed in. on under or over real property but not including vegetation, trees, shrubs or plantings.

ARTICLE 3: DURATION

These restrictive covenants shall run with and bind with the land, and shall inure to the benefit of and be enforceable by the "Lot Owners" Association for the owner of any lot subject to the Restrictive Covenants, the respective legal representatives, heirs, successors, and assigns, until 2030, after which time said Convents shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of 2/3 of the lots in the Subdivision has been recorded which expressly terminates the operation of the Restrictive Covenants.

ARTICLE 4: SEVERABILITY

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

ARTICLE 5: AMENDMENTS

These Restrictive Covenants may be amended by the vote of sixty-six (66) percent of the then owners of lots subject to these Restrictive Covenants. Such amendment must uniformly affect all lots within the Subdivision.

ARTICLE 6: PERMITTED USES

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

a. One (1) private garage
b. One (1) barn or stable; barn area not to exceed 1,990 square feet
c. One (1) corral subject to enclosure restrictions
d. One (1) attached studio

ARTICLE 7: PROHIBITIONS

7.01 Minimum Square Footage. The ground floor of the structure, exclusive of portals, porches and garages, shall be no less than one thousand, seven hundred (1,700) square feet, and shall not be built without an attached garage of sufficient size to accommodate at least two (2) automobiles, which garage shall be used for vehicles and not storage. The construction of the exterior of all buildings shall be finished within one (1) year from the start of construction. Finished floors floor elevation on lots 4, 5, and 6 shall be set at a minimum of one foot (1') above the FEMA 100-year base flood elevation as shown on the Plat.

7.02 Set-Backs. No structure shall be built nearer than one hundred (100) feet from any lot line. The Architectural Control Committee may grant a variance from this standard depending on the location of surrounding houses and the view corridors. All structures shall have a seventy five foot (75') setback from the limit of the one-hundred (100) year flood plain. This setback from the flood plain shall not be reduced by the Architectural Control Committee.

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

7.04 Fencing. Fencing of entire lot is prohibited. Fencing of lots, or fences of any nature except enclosures for pets, horses or private gardens may be erected or maintained, provided such barriers are shown on the original plans for structure, or the plans for which are approved in the same manner as is herein provided for the approval of the original plans for construction. Not more than four (4) acres shall be fenced for horses; all other fenced areas are restricted to one-half (1/2) acre. All fencing shall be located outside the Special Flood Hazard Areas (SFHA) and the design of the fencing shall be approved by the Architectural Control Committee.

7.05 Animals. No animals or any poultry of any kind shall be kept or raised on said lots, except household pets, not to exceed four (2) in number. Horses, alpacas, and llamas not to exceed two (2) on each lot is permitted and shall be so controlled and confined that they cannot open graze on said lot, or any other lot. Additional horses may be allowed providing that evidence of water conservation measures is submitted to Santa Fe County at time of building permit, that total water use for the lot does not exceed .25 acre feet per year. Examples of water conservation measures include rain-water harvesting from the roof of the dwelling and gray water recycling. At the time of the building permit application the Lot Owner/Builder will have to clearly describe the design solution and the water savings associated with proposed water conservation measure. A horse consumes 4,380 gallons a year. For each 4,380 gallons saved through water conservation, one additional horse is permitted. Solid waste from horse corrals must be removed on a regular basis. All animals should be under the control of the lot purchaser at all times. Lot purchasers shall prevent the animal in any way becoming a nuisance either from noises created by the animals, odors or other practice or conduct which may create a nuisance.

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

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

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

7.09 Storage. No storage of building materials other than during construction shall be permitted. No storage yard for any materials other than those commonly and regularly used in residential uses or for purposes of construction of the infrastructure of the subdivision shall be permitted. Additional detached garages are allowed for additional storage of equipment, RV motor homes etc....as those items are not allowed to be seen by other lot owners. At least one garage is required to be attached to the main residence.

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

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

7.12 Nuisances. No noxious or offensive activity can be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the Subdivision. This provision shall be liberally construed to include activities which are offensive to reasonable person such as the disposal or retention of trash, retention of junked vehicles, carrying on of loud activities, the conduct of any activity which produces interference to ordinary TV reception such as improperly tuned HAM or CB reception or transmission stations, etc. The Board shall have the authority to intervene in cases where the constant barking of dogs creates a nuisance for the residents within the Subdivision. The Board can take action as permitted by law to address the barking of dogs which creates a nuisance.

ARTICLE 8: CONSTRUCTION

8.01 Limitations. Construction shall begin within ninety (90) days after approval of plans is given by the Architectural Control Committee; in the event construction is not timely begun, plans and specifications shall be resubmitted to the Architectural Control Committee for approval before construction is begun; once begun, exterior construction of any structure or revegetation or landscaping of any excavated area shall be completed within two hundred forty (240) weather working days; provided that nothing herein contained shall prohibit staged construction: in any stage construction of the principal residence construction shall be completed within two hundred forty (240) weather working days; provided further that the initial stage shall not be of less than one thousand, seven hundred (1700) square feet, and provided further that upon completion of any stage, the structure which is so built shall have the exterior appearance of finished construction. Extensions of time may be granted by the Lot Owners' Association.

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

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

8.04 Height. No structure shall be erected that exceeds eighteen (18) feet above the highest point of the land adjacent to the building façade. The Architectural Control Committee may permit heights up to twenty-four (24) feet upon careful review of the architectural treatment of the building design.

ARTICLE 9: ARCHITECTUAL APPROVAL

9.01 Approval. Approval of the style and location of houses, barns and other structures shall be required for their construction, exterior modification, or additions on any lot in the Colinas del Sol Subdivision, and the location and design of all on-site water and wastewater systems. Said approval shall be given by the Architectural Control Committee following submission of plans and specifications and upon compliance with the standards herein set forth.

9.02 Standards. Standards for architectural approval are:

a. No principle residence shall be of less than seventeen hundred (1,700) square feet as measured by the perimeter of the exterior walls surrounding interior heated space.

b. The type of construction and architecture shall be based upon and adhere generally to Santa Fe style architecture or Territorial style architecture, Northern New Mexico pitched roofs are allowed. Modifications which further the use of solar energy or other energy sources are encouraged when judged by the Architectural Control Committee to be in harmony with the overall guidelines for the development. The use of construction materials having the appearance of local, indigenous and traditional building materials is encouraged and favored, including the use of muted earth tone colors for exterior finishes, but excluding bright shades of red, blue, yellow, white, etc. Other materials may be used where their use will be in accordance with sound architectural practice and will not be visually offensive in the sole discretion of the Subdivider or the Architectural Control Committee, as the case may be. The determination of whether modification of architectural styles is moderate and reasonable shall likewise be in the sole discretion of the Subdivider or the Architectural Control Committee. The only requirement for the Architectural Control Committee shall be that the Committee shall act in good faith for the benefit of all owners of lots in the Subdivision.

c. All extensions of utilities shall be underground to all structures at all locations. No electrical or telephone lines shall be maintained above ground at any time. Propane tanks shall be underground.

d. No exterior floodlights or street lamps shall be installed, operated or maintained on any lot in such manner that light there from shall directly illuminate lands other than those of the owner thereof.

e. All construction shall meet all County and State regulations and codes.

ARTICLE 10: INTERIM ARCHITECTURAL CONTROL COMMITTEE

10.01 **Initial Architectural Control Committee (ACC):** The ACC shall consist of not less than three (3) persons. The Declarant's authority to appoint members to the ACC shall terminate upon the sale of the sale of the eleventh Lot.

10.02 Membership: So long as it is required under the Nonprofit Corporation Act, NMSA 1978, 53-8-21 to include members of the Board as members of the ACC the Board shall appoint the required number of members of

the Board to be members of the ACC. The current requirement under 53-8-21 is for the appointment of two (2) members of the Board as members of the ACC. The terms of each ACC member, removal of an ACC member or filling of vacancies shall be determined by the Board. Any vacancy created by the resignation or removal of a member of the ACC shall be filled by the appointment of a new member by the Board. Any member of the ACC may be removed from the ACC by a majority vote of the Board. The affirmative vote of a majority of the members of the ACC shall be required for approval of any matter; provided, however that the majority of the members of the ACC may designate one (1) member to act on behalf of the ACC.

10.03 Purpose of ACC Review. The ACC's review of proposed Improvements and construction under this Declaration is solely for the limited purpose of review for compliance with the covenants and restrictions set forth in this Declaration and the ACC Rules. The ACC is not responsible for reviewing any proposed Improvement, including Structures and dwellings, or other changes upon a Lot for compliance with any governmental laws or regulations, including without limitation, health or safety codes, building codes, fire codes or zoning ordinances. The ACC is also not responsible for evaluating or determining the adequacy of any Improvement or change upon a Lot, including, without limitation, structural integrity, compaction of soils, susceptibility to moisture intrusion, flooding, concentrations of radon gas, adequacy of drainage, resistance to settlement, slippage, heaving or other movement of any kind or the effects of any of the foregoing on any Lot or Improvement. The ACC's review and approval shall not constitute or be deemed to constitute the approval, evaluation or determination of any of the foregoing.

10.04 Limitation of Liability. Neither the ACC, the Board, the Declarant nor any member there of shall be liable to the Association or to any Owner for any damage loss or prejudice suffered or claimed on account of: (i) the approval of any plans, drawings or specifications, whether or not defective; or (ii) the construction or performance of any work, whether or not made pursuant to approved plans, drawings or specifications.

10.05 Immunity. The Association, the Board, the ACC or any member thereof, any insurer, or any employees, agents, attorneys, contractors, architects, advisors and any other persons assisting the Association, the Board or the ACC, shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner or any person by reason of any act, failure to act, approval, failure to approve, disapproval, failure to disapprove or other exercise of or failure to exercise the review authority conferred by the Declaration commencing from the date of the recordation of the Original Declaration October 23,2007 and thereafter. Each Owner or person

bringing any such action barred hereunder shall be liable to the Association, the Board, the ACC or any member thereof, any insurer, or any employees, agents, attorneys, contractors, advisors and any other persons assisting the Association, for all attorneys' fees and cost incurred in defending such action and enforcing this §11.18.

10.06 Architectural review fee. A Lot Owner shall pay an architectural review fee for examination and approval or disapproval of plans to erect a residence. The review fee is three hundred dollars ($300.00) and must accompany the plan submittals to the ACC.

10.07 Construction deposit. Any Lot Owner prior to the commencement of the home, shall post with the Association a construction deposit of not less than two thousand dollars ($2,000) to secure payment for the cost of restoration of any damage to the Common Property and to cover costs incurred to the Association to enforce compliance with the Governing Documents.

ARTICLE 11: "Lot Owners" Association

11.01 Assessments/Purpose. Upon the sale of sixty six percent (66%) of the lots in the Subdivision and the formation of the "Lot Owners" Association, as aforesaid, the "Lot Owners" Association shall have the right and power to assess each lot owner, for the purpose of cleaning and maintaining all properties held by it for the benefit of the said owners of the lots in the Subdivision, and for the purpose of maintaining the roadways, drainage improvements, fire protection system and water system in the Subdivision, and such assessments to be for other purposes as my be agreed upon by the members of the Association.

11.02 Amount. The amount of the "Lot Owners" Association assessment will be determined annually by the governing officers of the Association. The amount assessed shall be paid not later than sixty (60) days following the delivery of notice thereof to the owner of each lot. Delivery of said notice shall be made to the principal residence on each such lot, or if no residence exists thereupon, to the address of the owner as shown on the most recent deed of record on file in the office of the Clerk of Santa Fe County, and if no address is shown, then by posting said notice on the most public portion of said lot.

11.03 Liens: The said "Lot Owners" Association shall have the right to place and enforce a lien against the lot of any owner to secure the payment of said assessment. Said lien shall be enforceable by the same procedure as provided for enforceable by the same procedure as provided for enforcement of a material man's lien, including the right to attorney fees.

11.04 Fees. In addition to the "Lot Owners" Association assessment, there will be a two hundred dollar ($200) fee payable to the "Lot Owners" Association upon the initial purchase of a lot in the Subdivision, and upon resale of lots, said fee will be paid by the new buyer. All initial purchase fees received before the "Lot Owners" Association is formed will be held in escrow and paid to the "Lot Owners" Association upon its incorporation.

11.05 Taxes. The developer shall pay property taxes on the property until each lot is sold.

ARTICLE 12: SOLAR ENERGY

Solar Rights. 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 Owners shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot. No vegetation, structure, fixture, or other object shall be so situated that it casts a shadow at a distance greater than 20 feet across any property line on December 21st between the hours of 9:00 a.m. and 3:00 p.m. standard time provided that this restriction does not apply to utility wire and similar objects which obstruct light and which are needed and situated for reasonable use of the property in a manner consistent with other covenants herein. The Landowners within the development recognize the desirability of creating and maintaining a common place to ensure access for direct sunlight on all parcels within the development for public health, aesthetic and other purposes, specifically including access to sunlight for solar energy collectors.

ARTICLE 13: COMMERCIAL ACTIVITIES ALLOWED

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

ARTICLE 14: CONSTRUCTION SITES

The selection of all construction sites on any lot shall be subject to approval of the Subdivider or the Architectural Control Committee. Said approval may be withheld if the site selected will unreasonably interfere with drainage patterns or archaeological sites, will violate set-back requirements, will result in excessive cutting and filling, would be inappropriate for location of on-site sewage disposal systems, or will require excessive removal of native vegetation.

ARTICLE 15: LIQUID WASTE DISPOSAL

All on-site liquid waste disposal systems shall comply with the requirements of Santa Fe County and New Mexico Environment Department. Prior to installation of on-site septic systems, all Lot Owners are to certify to the suitability of the soil to accept domestic liquid waste, and are required to obtain Environment Department approval for installation of the individual liquid waste system. Should the soil type prove to be unacceptable for conventional on-site, septic tank and leach field systems, Lot Owners are required to use a secondary treatment system or other system authorized by the New Mexico Environment Department. No septic system or other wastewater treatment system is permitted within two hundred (200) feet of the Shared Well.

ARTICLE 16: SOLID WASTE DISPOSAL

Each lot owner will contract with a qualified company to collect solid waste on a weekly basis. Should the lot owner fail to provide for the disposal of solid waste, and it becomes a nuisance for the Subdivision, the Association shall have the right and authority to arrange for solid waste pick up on a weekly basis on behalf of the negligent lot owner. The lot owner will be assessed for the cost of the solid waste collection and failure to pay the assessment will result in a lien against the property pursuant to the provisions of this Declaration.

ARTICLE 17: EASEMENTS

17.01 Restrictions. No lot owner shall build or erect any structure upon any road, utility, drainage, or other easement as shown on the plats of the Subdivision.

ARTICLE 18: MITIGATION REQUIREMENTS FOR WATER QUALITY

There are four secondary contaminant levels that exceed Santa Fe County water quality parameters. The contaminants consist of Aluminum, Sodium, pH and Turbidity. The four (4) containments will be treated by installing a reverse osmosis system at each well head by the developer. Each well group is responsible for properly maintaining the reverse osmosis systems. Well #1 located on Lot 1, serves as the water supply for Lots 1, 3, 15, 14, and 16. Well #2 located on Lot 12, serves as the water supply for Lots 4, 5, 6, and 7. Well #3 located on Lot #4, serves as the water supply for Lots 8, 9, 10, 11, 12 and 13.

ARTICLE 19: SHARED WELLS; WATER USE LIMITATIONS; COUNTY DEVELOPMENT CODE; CONSERVATION PLAN; SPECIAL PROVISIONS FOR ENFORCEMENT

19.01 Shared Wells. Domestic water use is restricted to .25 acre feel per year (81,462 gallons per year). The Lots are served by the following Water Wells:

a. A Water Well identified as #1, located on Lot 1, serves as the domestic water supply for 1, 2, 3, 14, 15 and 16. Owners of these Lots are entitled to use a maximum of .25 acre feet of water or 81,463 gallons per Lot per year. The total aggregate amount of water to be drawn for domestic use from Water Well #1 is 1.25 acre feet per year or 407,315 gallons per year.

b. A Water Well identified as #2, located on Lot 13, serves as the domestic water supply for Lots 4, 5, 6, and 7. Owners of these Lots are entitled to use a maximum of .25 acre feet of water per year or 81,462 gallons per Lot annually. The total aggregate amount of water for Water Well #2 is 1.0 acre foot per year or 325,851 gallons annually.

c. A Water Well identified as #3, located on Lot #4 serves as the domestic water supply for Lots 8, 9, 10, 11, 12 and 13. Owners of these Lots are entitled to use a maximum of. .25 acre feet of water or 81,462 gallons per Lot per year. The total aggregate amount of water for Water Well #3 is 1.50 acre feet per year or 488,766 gallons per year.

19.02 Limited Production. In the event any Water Well is unable to produce the maximum amount of water described in § 18.01, the amount of water used by the Owners for the Owner's Lot shall be reduced proportionately to reflect the actual production from the Water Well serving the Owner's Lot.

19.03 Reserved Easements. A non-exclusive Easement is reserved for the purpose of maintaining, repairing, and replacing Shared Water System facilities, including the fire protection system. These easements include the right of ingress and egress by the Administrator, Owners and their representatives to maintain and replace as necessary the Shared Well System facilities, including the right to use such vehicles and rigs as are commonly and reasonably used for the maintenance or replacement of the Water Well, pumps, storage tanks, cisterns and appurtenant facilities.

19.05 Well Administrator. The Owners of the Lots served by each Water Well shall appoint an Administrator. The first Owner to occupy a house served from a Water Well shall act as Administrator until three of the Lots served by the respective Water Well are improved with a residence, at which time the Owners of the Lots served by the Water Well shall elect by vote the Administrator. Each Owner of a Lot is entitled to one (1) vote on matters related to the Water Well serving the Lot. The Administrator has the following responsibilities:

a. Accept and transfer ownership of the Water Well pursuant to the requirements of the Office of the State Engineer and designate well as a domestic well.

b. Request and establish and account with the electric company that provides electric service to the well.

c. Submit meter readings for the Water Well and individual Lot meters to Santa Fe County and Office of the State Engineer on an annual basis, or as may be required by the County Development Code or the Office of the State Engineer.

d. Prepare the annual Well Budget reflecting the total annual Well Assessment and separately stating the Well Operations Assessment and the Well Reserve Assessment.

e. Collect the Well Assessment from each Owner to ensure the continued operation of the Shared Water Well.

f. Pay monthly utility bills.

19.06 Initial water well budget and assessment. Until such time as a Well budget is prepared by the Administrator and approved by a majority of the Owners benefited by the Water Well, the annual Well Operations Assessment for each Lot shall be One Hundred Dollars ($100.00) for Well Operations Assessments. The Well Assessment shall be paid by the Owner within thirty (30) days following receipt from the Well Administrator of the amount of the Owner's Well Assessment. If the Well Assessment is not paid within thirty (30) days, the Well Administrator shall notify the Board and such delinquent Well Assessment shall be deemed a Special Expense and the Association shall be entitled to collect the Well Assessment, on behalf of the Well Administrator, and have all remedies provided in this Declaration for collection of Common Expenses.

19.07 Connection requirements. Each Owner must connect to the water line stubbed out to each Lot. A meter must be installed by the Owner at each Lot. The model and serial number of the meter must be submitted to the Office of the State Engineer. Well meter readings and meter readings from individual Lots must be submitted to the Santa Fe County Land Use Administrator by January 31st of each year and as may be required by the Office of the State Engineer.

19.08 Limitation on number of wells. There shall be no more than three shared wells within the subdivision.

19.09 Water use limitations, County Code. No additional individual domestic wells under NMSA 1978 § ;72-12-1 may be drilled on any Lot. The following additional provisions apply to Lots under the County Development Code:

a. Water saving fixtures shall be installed in all new construction. Water saving fixtures shall include, but not be limited to, low flush toilets, low flow fixtures, and insulation of hot water pipes. Toilets shall use no more than 1.6 gallons per flush;

shower head flows shall not exceed 2.5 gallons per minute; and faucet flow shall not exceed 2.5 gallons per minute.

b. Evaporative coolers are prohibited.

c. Dishwashers shall use no more than 13 gallons in a regular cycle and shall have a cycle adjustment which allows reduced water to be used for reduced loads.

d. Washing machines shall use no more than 43 gallons in the regular cycle and shall have cycle or water level adjustments which permit reduced amounts of water to be used for reduced loads.

e. Low water use landscaping techniques applying the principles of xeriscaping shall be utilized. Drip irrigation is encouraged whenever possible. Low water use grasses, shrubs and trees may be watered as needed during the first and second years of their growth to become established. Thereafter, such vegetation shall receive only minimal water as needed by each species. Lawns of non-native grasses shall not exceed 200 square feet per Lot and shall only be watered with rain water collected by means confined to the property or with recycled household gray water. Gray water systems shall meet the requirements of the New Mexico Construction Industries Division and the Uniform Plumbing County Development Code and other applicable regulatory requirements.

f. All water service connections shall be metered with a Santa Fe County approved meter. Meter readings shall be submitted to Santa Fe County annually within two weeks of January 1st. Meter.

g. Swimming pools, of a permanent or temporary nature are not permitted, on the Lots. Temporary wading pools of a diameter not to exceed eight feet (8') and a depth not to exceed one foot (1') and covered spas are acceptable at each dwelling unit.

19.10 Water harvesting. The Sustainable Land Development Code (SLDC) Requires water harvesting by use of various methods of rainwater catchment including cisterns, rain barrels, and directing drainage to landscaped area via swales, tree wells, raised planters or other permaculture techniques. Each Lot Owner will be required to collect roof drainage for a minimum of 85% of roof area to be reused for landscape irrigation. Homes consisting of twenty-five hundred (2,500) square feet or greater of heated area must install underground, partially buried, or insulated cisterns, and all landscaping shall be connected to a

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drip irrigation system. Homes under twenty-five hundred (2,500) square feet of heated area must submit a rainwater catchment plan with their development permit application. For any conflict that may arise between this Declaration and the Sustainable Land Development Code the Sustainable Land Development Code shall govern.

19.11 Greywater Systems. Greywater systems must be installed while building Or a multi-flow septic system that recycles household use for landscape. Use of potable water is prohibited for landscape purposes.

19.12 Special enforcement of Article 18.0 by County, Severability.

a. No amendment may remove, revoke, or make less restrictive any restriction set forth in this Article 18.0 without the written consent of the Santa Fe County Land Use Code Administrator.

b. The covenants of this Article 18.0 shall run with and bind the land, shall inure to the benefit of and be enforceable by the County Land Use Administrator, any Owner or the Association in any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction or to restrain any such violation. Any failure by the county Land Use Administrator, any Owner or the Association prevails in any action against any Person or Persons to enforce any provision hereof, the prevailing party shall be entitled to recover from such Person or Persons all costs and reasonable attorneys fees.

c. The invalidity or unenforceability of any covenant, restriction, term or other provision of Article 18.0, as determined by a court of competent jurisdiction, shall not impair or adversely affect the validity or enforceability of any other covenant, restriction, term or provision hereof, which shall be and remain valid and enforceable to the fullest extent permitted by laws. The provisions of the Article 18.0 shall be governed by and interpreted under the laws of the State of New Mexico and are binding upon each Owner, and the Owner's successors and assigns.

ARTICLE 20: UTILITIES

20.01 General Requirements. All utilities shall be underground. Except for electric transformers and telephone pedestals.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed as of the date first above written.

High Desert Partnership LCC
Russell J. McMillan, Managing Member

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

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Notary Public

My commission expires: 5/23/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

AMENDED DECLAR OF COVE
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I Hereby Certify That This Instrument Was Filed for Record On The 16TH Day Of February, 2018 at 02:54:32 PM And Was Duly Recorded as Instrument # 1850222 Of The Records Of Santa Fe County

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

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO