

DECLARATION OF RESTRICTIVE COVENANTS

The Ridges Subdivision

ARTICLE 1: DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Ron Sebesta Realty Retirement Plan, the owner of the real property now duly platted as The Ridges Subdivision as shown by the plat thereof filed in the office of the County Clerk of Santa Fe County, New Mexico, on the 6th day of June, 1990, at Plat Book 210, Pages 022-023 under Reception No. 708,662; HEREBY MAKES THE FOLLOWING DECLARATION as to amended limitations, restrictions and uses to which the lots or tracts constituting 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. These Covenants are also enforceable by all immediately adjacent property owners along the entire perimeter property line of The Ridges Subdivision.

ARTICLE 2: DEFINITIONS

- 2.01 "Lot" shall mean each and every numbered lot sold or held for sale in The Ridges 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 210, Pages 022-023, under Reception No. 708,662. "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 Ridges Subdivision or for utility services. "Lots" mean tract.
- 2.02 "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 thirty-three percent (33%) of the lots in The

Ridges Subdivision, an Architectural Control Committee appointed by the Landowners' Association as provided herein.

2.03 "Landowners' Association" shall mean a non-profit corporation, to be incorporated by the Subdivider, not later than thirty (30) days from the date upon which thirty-three (33%) of the lots in The Ridges Subdivision have been sold, and in which the ownership of each lot in The Ridges Subdivision shall give rise to one membership. 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 Landowners' Association or 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 Ridges Subdivision.

Once the Landowners' Association is formed, the developer shall have no voting privileges.

2.04 "Household pets" shall mean dogs, cats, hamsters and birds.

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 Landowners' Association for the owner of any lot subject to the Restrictive Covenants, the respective legal representatives, heirs, successors, and assigns, until June 1, 2010, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of 2/3 of the lots in the Subdivision has been recorded which expressly terminates the operation of the Restrictive Covenants. These Covenants cannot be amended by the developer.

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 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 2/3 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 Ridges Subdivision there may be erected a principal residence consisting of one (1) detached single-family dwelling together with such structures and outbuildings as are commonly and customarily appurtenant thereto including, but not limited to, detached solar collectors; said dwellings may be used only for private residential purposes and shall be designed and built for use by a single family. All plans for every structure to be built shall be approved as herein provided before construction shall begin. Additionally, upon each lot in said Subdivision there shall be permitted the following:

- a. one (1) private garage;
- b. one (1) barn or stable, barn area not to exceed 1200 square feet;
- c. one (1) corral; and
- d. one (1) attached studio.

ARTICLE 7: PROHIBITIONS

7.01 Minimum Square Footage. The ground floor of the main structure, exclusive of portals, porches and garages, shall be not less than one thousand, seven hundred fifty (1,750) square feet, and shall not be built without an attached garage of sufficient size to accommodate at least two (2) automobiles, which garage shall be used for vehicles and not storage. The construction of the exterior of all buildings shall be finished within one (1) year from the start of construction.

7.02 Set-Backs. No structure shall be built nearer than fifty feet (50') from any lot line. Lot 78 shall have a twenty-five foot (25') set-back requirement.

- 7.03 Subdivision of lots. No lot shall be divided, subdivided, partitioned or in any manner shall the ownership of any portion thereof be severed from the ownership of any other portion thereof.
- 7.04 Types and Uses of Residences. No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, nor shall any residence of temporary character be erected. Extra automobiles, trailers, boats, recreational vehicles and similar mobile structures and vehicles shall be screened from view by means of a coyote fence, wall, or similar treatment.
- 7.05 Fencing. No perimeter fencing of lots, or fences of any nature except enclosures for pets or private gardens shall be erected or maintained, provided that privacy barriers may be erected and maintained within thirty-five feet (35') of any residence, provided such barriers be 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.
- 7.06 Animals. No animals or any poultry of any kind shall be kept or raised on said lots, except horses, not to exceed two (2) in number, and household pets, not to exceed three (3) in number. Because of steep slopes and/or the small lot area, horses are strictly prohibited on the following lots:

6, 7, 9, 22, 23, 25, 26, 41, 44, 45,
46, 48, 50, 69, 71, 72, 73, 75, 76, 78,
79, 80, 81, 82

Horses shall be so controlled and confined that they cannot open graze on said lot, or any other lot. All barns, stables, and corrals for confining horses in combination, shall not occupy more than one-half (½) acre of land area, and shall be of good design and sound construction, as determined by the Landowners' Association and the State Construction Industries Division, respectively. 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. Solid waste from horse corrals must be removed on a regular basis.

- 7.07 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 structure 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.
- 7.08 Hunting. No hunting or discharge of firearms shall be permitted.
- 7.09 Signage. No signs except those indicating the name and address of the residents of any lot shall be maintained or installed. No signs or other advertising shall be displayed on any lot unless first approved in writing by the Landowners' Association provided, however, that any owner may without such prior approval, erect one (1) sign of not more than 2' x 4' advertising the lot for sale or rent.
- 7.10 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. Garages shall not be used as storage.
- 7.11 Lighting. No lights mounted on a pole or 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 Landowners' 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.
- 7.12 Tanks. Butane tanks and water storage tanks must conform to State and County regulations and shall be located in such a manner as not to detract from the appearance of any lot.

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. The 30' to 40' high water tank is excepted.

7.13 Nuisances. No noxious or offensive activity can be carried on upon any lot, nor shall any thing 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 persons 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.

7.14 Other Uses. No uses inconsistent with the residential character of the Subdivision shall occur, as determined by the Landowners' Association.

ARTICLE 8: CONSTRUCTION

8.01 Limitations. Construction shall begin within ninety (90) days after approval of plans is given by the Subdivider or by the Architectural Control Committee; in the event construction is not timely begun, plans and specifications shall be resubmitted to the Subdivider or 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 staged construction of a principal residence once begun, construction of any stage of 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 fifty (1750) 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.

- 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 shall consist of plant materials indigenous to the area, except for cultivated garden areas.
- 8.04 Ridges. Except for the water storage tank, no structure shall be erected on any lot that exceeds 12 vertical feet above the highest natural point of the lot. No structure shall be more than two (2) stories in height except for the community water tank.
- 8.05 Water Tank. Developer intends to install a water tank which is approximately 30' to 40' tall. This structure is expressly permitted.

ARTICLE 9: ARCHITECTURAL APPROVAL

- 9.01 Approval. Architectural approval shall be required for the construction, exterior modification or addition to any structure on any lot in The Ridges 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 principal residence shall be of less than 1,750 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, Territorial style architecture, Mexican architecture, traditional Pueblo style architecture or traditional Spanish-Moorish style architecture, pitched roofs being specifically not permitted except when allowed in conjunction with solar

clerestories or as otherwise specifically allowed by written permission of the Architectural Control Committee. 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 said Subdivider or the Architectural Control Committee shall be that it act in good faith for the benefit of all owners of lots in The Ridges 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.
- d. No exterior floodlights or street lamps shall be installed, operated or maintained on any lot in such manner that light therefrom shall directly illuminate lands other than those of the owner thereof.
- e. Lot 36 may construct a southwest style house which does have a pitched roof. The plans are subject to approval by the Architectural Control Committee.

ARTICLE 10: INTERIM ARCHITECTURAL CONTROL COMMITTEE

- 10.01 Appointment/Terms. The Subdivider shall serve as the Architectural Control Committee until the sale of the tenth (10th) lot. Upon the sale of the tenth (10th) lot, the Subdivider shall appoint an Interim Architectural Control Committee consisting of three (3) members. The Subdivider shall serve as an automatic member. The other two (2) members shall be appointed by the Subdivider. At least one (1) of the appointed members shall be an owner of a lot in The Ridges Subdivision. The third (3rd) member shall be a resident of Santa Fe County. The members shall serve until the establishment of the Landowners' Association, at which time a permanent Architectural Control Committee will be appointed by the Landowners' Association, or as otherwise provided for in the Landowners' Association By-Laws.
- 10.02 Non-liability of Committee. The Committee shall not be responsible for any defects in architectural plans or specifications or in any building or structure erected according to such plans and specifications. The Committee shall not be liable for damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans. Any person or entity submitting plans to the Committee for approval shall for himself, and his successors and assigns, by the submitting of such plans, waive all claims for damages resulting from any such acts or omissions. Approval of plans by the Committee does not amount to any representation that the plans or other proposed use of the lot conform to these restrictive covenants.

ARTICLE 11: LANDOWNERS' ASSOCIATION

- 11.01 Assessments/Purpose. Upon the sale of thirty-three percent (33%) of the lots in The Ridges Subdivision and the formation of the Landowners' Association, as aforesaid, the Landowners' 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 Ridges Subdivision, and for the purpose of maintaining the roadways and community facilities in The Ridges Subdivision, unless and until roads are accepted by Santa Fe County for dedication, and such assessments to be for other purposes as may be agreed upon by the members.

- 11.02 Amount. The amount of the Landowners' 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 County 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 Landowners' Association shall have 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 enforcement of a materialman's lien, including the right to attorney fees.
- 11.04 Fees. In addition to the Landowners' Association assessment, there will be a one hundred dollar (\$100) fee payable to the Landowners' Association upon the initial purchase of a lot in The Ridges Subdivision, and upon resale of lots, said fee will be paid by the new buyer. All initial purchase fees received before the Landowners' Association is formed will be held in escrow and paid to the Landowners' Association upon its incorporation.
- 11.05 Taxes. The developer shall pay property taxes on the community lot until all lots are sold.

ARTICLE 12: SOLAR ENERGY

- 12.01 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 owner 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 (6.1 meters) across (any) property line on December 21 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

- 13.01 Permitted Commercial Activities. Nothing herein shall be construed to prohibit the use of space within a residence for a 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. Further, the raising and breeding of horses shall be allowed if in compliance with ARTICLE 7.06.

ARTICLE 14: CONSTRUCTION SITES

- 14.1 Approval. 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 DISPOSAL

All on-site liquid waste disposal systems shall comply with the requirements of Santa Fe County and New Mexico Environmental Improvement Division. Prior to installation of on-site septic systems, all lot owners are required to conduct a percolation test to certify the suitability of the soil to accept domestic liquid waste, and are required to obtain Environmental Improvement Division approval for installation of each system. Should the soil type prove to be unacceptable for conventional on-site septic tank and leach field systems, lot owners are required to utilize approved evapo-transpiration or Natural Sanitation Foundation and/or any biologically-sound system that can be approved by the New Mexico Environmental Improvement Division.

ARTICLE 16: SOLID WASTE DISPOSAL

If solid waste pick-up service is offered by the owner of the Subdivision or other parties, purchaser shall utilize said service and shall supply its property with a garbage can of not less than twenty (20) gallons in capacity, together with cover. Waste shall be kept in covered containers and shall be stored and disposed of in a manner approved by the New Mexico Environmental Improvement Division. All solid waste shall be disposed of in an approved sanitary landfill. The future of the Santa Fe County Landfill is uncertain, however, the developer will provide current status at the time of sale or at any time.

ARTICLE 17: EASEMENT

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

ARTICLE 18: WATER CONSERVATION

18.01 General Requirements. All lot owners and occupants shall refrain from excessive water use and waste.

Swimming Pools. All swimming pools shall be filled with imported water from outside the Subdivision. No on-site water shall be utilized as a water source for swimming pools.

Water Conservation Guidelines. The attached "Water Conservation Guidelines" should be utilized in reducing water consumption.

ARTICLE 19: RECREATION/COMMUNITY FACILITIES

- 19.01 General. Approximately 4.9 acres of land (Lot 11) in The Ridges Subdivision has been dedicated to the Landowners' Association for use by lot owners. This land has been deeded to the Landowners' Association as a permanent recreation area, and may not be transferred nor divided. The allowed uses of the land shall be limited to open space, jogging, hiking, playground, and other recreational activities for the benefit of all lot owners and as otherwise allowed by the Landowners' Association, except that stables are not allowed on said lot. Also, a 50-foot setback is imposed on any and all improvements on said lot.

ARTICLE 20: ARCHAEOLOGICAL SITES

- 20.00 Two significant archaeological sites were identified and documented within The Ridges Subdivision. These lots which have significant archaeological sites located within their boundaries are Lots 71 and 73. These sites must be protected by archaeological easements or excavated by the then lot owners who may then build on the sites, provided that excavation is in compliance with the provisions of Santa Fe County Ordinance No. 1988-8.

(ATTACHMENT A to RESTRICTIVE COVENANTS)

GUIDELINES FOR WATER CONSERVATION

THE RIDGES SUBDIVISION

The following guidelines are intended to assist property owners at The Ridges Subdivision in conserving water and meeting the water use restrictions established in Article 18 of The Ridges Subdivision Restrictive Covenants.

1. All showers should be equipped with shower heads designed to pass not more than 3 gallons of water per minute. Variable flow heads should not pass more than 3 gallons of water per minute at maximum setting.

2. All faucets should be washerless and equipped with aerators or other flow restricting devices designed to pass not more than 4 gallons of water per minute, however, faucets used for dishwashers, washing machines and bathtubs may be excluded.

3. All water closets should be designed to consume no more than 3.5 gallons of water per flush. This should be in accordance with the manufacturer's specifications.

4. Water systems should be designed to deliver an average pressure of 30 psi and a maximum pressure of 60 psi, as measured at the discharge side of the pressure reducing value for each structure.

5. Irrigation areas should be no more than 1,000 square feet per lot except for native vegetation requiring only initial irrigation. Additional lawn space could be maintained if irrigated with cistern or wastewater recycling system.

6. All hot water liens* should be insulated against heat loss.

7. One automatic dishwasher per lot is accepted, providing it is a model designed to use no more than 13 gallons per cycle and it has a cycle adjustment which allows reduced amounts of water to be used for reduced loads.

8. One automatic washing machine per lot is accepted, providing it is a model which uses no more than 50 gallons per cycle and which has a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

*sic, read "lines"

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
THE RIDGES SUBDIVISION**

THE UNDERSIGNED officers of The Ridges Landowners' Association, Inc., a New Mexico non-profit corporation created pursuant to the Declaration of Restrictive Covenants of The Ridges Subdivision, declare as follows:

1. The Declaration of Restrictive Covenants of The Ridges Subdivision (the "Restrictive Covenants") was filed for record in the Office of the Santa Fe County Clerk on June 6, 1990 in Book 683, Pages 604-624.

2. The Restrictive Covenants provide in Article 5 thereof for amendment by a vote of $\frac{2}{3}$ of the owners of lots subject to the Restrictive Covenants.

3. More than $\frac{2}{3}$ of the record owners of lots in The Ridges Subdivision entitled to vote thereon voted affirmatively at a meeting duly called, noticed and held on May 25, 1995 to adopt the following amendments to the Restrictive Covenants:

The following sentences are added to Paragraph 7.02 of Article 7 of the Restrictive Covenants:

Walls and associated pilasters and buttresses at the entry point of individual driveways will be allowed provided they are approved by the architectural review committee as to material and style, and further provided they do not encroach upon the roadway or drainage ditches or exceed a height of 6 feet or an overall length of 12 feet on either side of the driveway entrance. All other design and aesthetic characteristics must conform with restrictions governing exterior colors and surfaces of dwellings as specified in Article 9, Paragraph 9.02b of these covenants. Arches and structures made of metal are specifically prohibited. Entry gates may be installed at the driveway point of entry provided that they are made part of an entry wall structure, do not exceed a height of 5 feet, and are otherwise approved as to material and style by the architectural review committee. Other structures, lights and meter standards may be approved by the architectural committee.

The following Paragraph is added to Article 9 of the Restrictive Covenants:

9.03 The Board of Directors will establish from time to time by adoption of a resolution a procedure for requiring a deposit of up to \$1,000.00 from a landowner at the time the landowner submits plans to the architectural review committee for review. The Board of Directors will specify, among other things, that the deposit will be placed in an appropriate trust or escrow account upon receipt, to be held to provide assurance of the landowner's compliance with the following general regulations where applicable:

- (1) Installation of portable sanitation facilities;

- (2) Use of dumpster or other debris containment device;
- (3) Proper replacement of roadway surface and basecourse following excavation within the roadway or ditch for utility service lines or damage caused by construction vehicles;
- (4) Removal of concrete, gravel or other construction debris left in the roadway or ditches;
- (5) Clean up of construction debris on adjacent properties or the roadways; and
- (6) Restoration of damaged ditches or other drainage.

The Board of Directors will establish from time to time, as may be required, the specific reasonable standards for compliance with the foregoing regulations.

4. The foregoing amendments are hereby incorporated and made a part of the Restrictive Covenants.

THIS INSTRUMENT IS EXECUTED on October 13, 1995

921-770

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed for record on the 17th day of October, A.D., 1995 at 1:30 o'clock p.m. and was duly recorded in book 1208, page 405 – 406 of the records of Santa Fe County.

Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, NM

/s/ Rebecca E. Martinez, Deputy

Richard F. Chenault, President

Charles W. N. Thompson, Jr., Secretary

Acknowledgments

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

The foregoing First Amendment to Declaration of Restrictive Covenants of The Ridges Subdivision was acknowledged before me this 13th day of October, 1995 by Richard F. Chenault and Charles W. N. Thompson, Jr., President and Secretary, respectively, of The Ridges Landowners' Association, Inc., on behalf of the corporation.

Carolyn L. Cochran
Notary Public

My Commission Expires:

January 16, 1999

*File No. 7537-000
17ridges\amend.drc*

**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS OF THE RIDGES SUBDIVISION**

THE UNDERSIGNED officers of The Ridges Landowners' Association, Inc., a New Mexico non-profit corporation created pursuant to the Declaration of Restrictive Covenants of The Ridges Subdivision, declare as follows:

1. The Declaration of Restrictive Covenants of The Ridges Subdivision (the "Restrictive Covenants") was filed for record in the Office of the Santa Fe County Clerk on June 6, 1990 in Book 683, Pages 604-624.

2. The Restrictive Covenants provide in Article 5 thereof for amendment by a vote of $\frac{2}{3}$ of the owners of lots subject to the Restrictive Covenants.

3. More than $\frac{2}{3}$ of the record owners of lots in The Ridges Subdivision entitled to vote thereon voted affirmatively at a meeting duly called, noticed and held on December 5, 2001 to adopt the following amendments to the Restrictive Covenants:

(1) Paragraph 11.01 of the Restrictive Covenants is amended by adding the following at the end thereof:

In addition to the power to assess for purposes of cleaning and maintaining all properties, the Landowners' Association is hereby granted the power to assess each lot owner for the pro-rata share of costs of providing utilities to each lot, provided that any such assessment shall have the assent of 51% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

(2) The Restrictive Covenants are amended by adding the following Article 21 at the end thereof:

ARTICLE 21: ADDITIONAL UTILITIES.

The Landowners' Association may contract with utility companies and contractors for the purpose of installing additional utilities (including but not limited to natural gas lines) to each lot within the Subdivision in addition to those provided by the developer, provided such additional utilities are to each lot within the Subdivision or to any lot owned by the Landowners' Association.

4. The foregoing amendments are hereby incorporated and made a part of the Restrictive Covenants.

THIS INSTRUMENT IS EXECUTED as of December 6, 2001.

Dave R. Kingston, President

Barry Weinstein, Secretary

