

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LA SENDA SUBDIVISION, TRACTS A AND B,
WHITE ROCK, LOS ALAMOS COUNTY,
NEW MEXICO
APRIL 25, 2005**

I. INTRODUCTION

A. Covenant Terms

These covenants, conditions and restrictions (hereinafter referred to as covenants) replace the original Declaration of Covenants, Conditions, and Restrictions filed with the County of Los Alamos in 1975. These covenants run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date they are recorded. After this time, these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots subject hereto has been recorded agreeing to change said covenants in whole or in part.

B. Covenant Enforcement

These covenants are written with an eye toward making it easier for all La Senda homeowners to enjoy their properties in peace and harmony with their neighbors. In case of a dispute, the board of directors of the La Senda Homeowner's Association will first try working with the involved parties to settle disputes amicably, rather than looking to the courts to force a solution. The courts should be a last resort.

Because the covenants were not enforced for many years, there are quite a number of violations in La Senda. Some home purchasers probably didn't even receive a copy when they bought their properties from other owners. For these reasons, we, the La Senda Homeowner's Board all agree that pre-existing non-commercial violations shall receive special consideration from the Board. These special considerations do not apply if the owner is in violation of the county code.

II. RESIDENTIAL AREA COVENANTS: LAND USE AND BUILDING TYPE

******Always check the Los Alamos County code for additional restrictions on structures and locations.******

A. Limitations of Structures

a. No structure may to be constructed or maintained on any lot except such structures as are expressly permitted herein and within the limitations herein provided.

b. In compliance with the Los Alamos County code, all buildings on one lot collectively, including the main dwelling, guest house or servant's quarters and accessory buildings, shall cover an area no greater than ten percent (10%) of the total lot area.

B. Main Dwelling

a. Only one main dwelling shall be permitted on one lot. The main dwelling shall be a detached structure not exceeding thirty-five (35) feet in height above the natural ground level at the site of erection. It shall have an enclosed, ground floor living area of not less than 1,200 square feet if the dwelling be only one story and of not less than 1,000 square feet if the dwelling be more than one story.

b. No building shall be located on any lot nearer than forty (40) feet to the front lot line, thirty-five (35) feet to a side lot line abutting a public road, twenty-five (25) feet to a side lot line not abutting a public road and twenty-five (25) feet to a back lot line abutting another lot. For purposes of interpreting this covenant, a front lot line is defined as any lot line immediately adjacent to or abutting a public road right of way. Eaves and steps shall be ignored in computing required setbacks for building locations. All setback distances shall be measured perpendicular to the tangent to the lot boundary at that point.

C. Guest House

Only one guest house or one domestic servant's quarters, but not both, shall be permitted on one lot. The guest house or servant's quarters shall be of a quality comparable to the main dwelling. See **Accessory Buildings** below.

D. Accessory Buildings

a. Only one (1) accessory building or structure for any one (1) purpose shall be permitted on each lot. For example, a homeowner may have one (1) detached garage and one (1) horse barn but not two (2) detached garages. An accessory building shall be no more than twenty (20) feet in height above the natural ground level at the building site.

b. Accessory buildings and structures may not be located closer to the front property line than the main dwelling with the exception of garages and carports, which may be located in the front yard behind the minimum front setback allowance of forty (40) feet. The side and rear setback allowances for accessory buildings are the same as for the main dwelling.

E. Structural Control

a. No new construction of utilities or telecommunications infrastructure shall be allowed above ground except within five (5) feet of a building. All construction of utilities shall conform to the guidelines for construction of structures as specified in these covenants and the county code for residential building in the R-A zoning. Approval of the La Senda Homeowner's Board and the obtaining of a county building permit shall precede construction of utilities and telecommunications infrastructure.

b. No structure over ten (10) feet in height shall be erected or placed on any lot until the plans have been reviewed by the La Senda Homeowner's Board, and shown to meet the

standards of these covenants. Since these covenants are primarily concerned with exterior measurements, submitted plans should include the proposed building height and distances in relation to lot boundaries and other structures. Also include the exact size of the lot and the square footage of each building. Owners may include side and back easements in their setback calculations.

If the board has not reviewed and approved submitted plans in writing or requested additional information or changes within thirty (30) days of submission, the homeowner is free to proceed as though the plans had been approved.

F. Temporary Dwellings

Beginning with commencement of construction of the main dwelling, a temporary structure may be occupied and used as a residence for a period not to exceed three (3) years. After the initial building period of three years, no temporary structure, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence at any time, either temporarily or permanently. The sole exception is in the case of guests, who may be housed in such quarters for short periods of time.

G. Motor Homes and Recreational Vehicles (RVs)

a. Except as expressly prohibited in the covenants, motor homes and RVs are permitted on any lot. Storage of RVs or motor homes should be as inconspicuous as possible when viewed from the public road.

b. Motor homes or RVs belonging to bona fide non-paying guests may be located on a lot for no more than three (3) months in any twelve (12) month period.

H. Easements

a. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats, which are the defining/enabling documents. Within these easements, no obstruction shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. Structures and plantings designed to prevent and mitigate erosion will be permitted when they do not interfere with the use of the easement for its designated purpose and do not interfere with adjoining properties.

b. The La Senda subdivision also includes some easements for pedestrian, equestrian, and bicycle paths for the recreational enjoyment of the community; these paths shall not be used for any commercial purposes. Remember that these paths are on private property and users should be respectful of the rights and privacy of the individual property owners at all times. Any use of these paths is at the risk of the user.

I. Signs

A homeowner may display one professional sign of not more than two square feet per lot. One sign of not more than five square feet advertising the property for sale or rent, or

signs used by a builder to advertise the property during the construction and sales period will be allowed.

J. Housing Animals During Construction

No animal may be kept on any lot until the start of construction on the main dwelling. Animals may be kept on a lot during construction of the main dwelling for a maximum duration of three years. No animal shall be permitted to roam outside its owner's lot.

K. Swine and Unaltered Male Goats

Swine and unaltered male goats shall not be kept on any lot.

L. Animals: Housing Restrictions and Maximum Allowances

a. The number of livestock (horses, cattle, sheep, burros, goats ...) is limited to 1½ per acre, plus one. Offspring shall be excluded from this allowance until they attain breeding age.

b. No more than twenty-five (25) rabbits or twenty-five (25) mixed fowl per acre shall be allowed. Offspring shall not be counted in computing these limits until they attain breeding age, but shall be limited to fifty (50) per acre.

c. All livestock, rabbits, fowl and poultry kept on a lot shall be confined or housed within an area not closer than forty-five (45) feet from any building regularly used for human habitation and not closer than twenty-five (25) feet to side and back property lines. In addition, animal quarters and confinement shall be no closer to the front property line than the main dwelling.

d. Livestock may not be kept or confined within sixty (60) feet of the line separating La Senda from an adjacent residential district that is not R-A rated.

e. On submission of a petition, the La Senda Homeowner's Board may grant waivers to these setbacks for animal confinement or housing in appropriate circumstances and where Los Alamos County code permits.

f. Dogs, cats and their offspring shall not be limited in number. However they, as well as all animals, are subject to the provisions under **Noxious Odors and Offensive Activities** below.

M. Commercial Boarding

Commercial boarding of animals or boarding of animals for the public shall not be permitted on any lot.

N. Commercial Slaughtering and Butchering

Commercial slaughtering and commercial butchering of animals shall not be permitted on any lot.

O. Noxious Odors and Offensive Activities

a. No noxious or offensive activity shall be conducted or carried out upon any lot. Nor shall anything be done thereon which is or is likely to become an annoyance or nuisance to the neighborhood.

b. The right to keep or maintain livestock, animals, fowl or household pets on any lot shall not relieve the owner of the obligation to comply with this covenant, but rather, shall impose upon an owner exercising such a right an obligation to comply with this covenant with due care and particularity.

c. Animal wastes must be kept in such a manner as not to endanger the health, enjoyment or the use of their various properties by other La Senda homeowners. This includes an insect control program where appropriate.

P. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Private incinerators for burning of refuse produced on the premises shall be permitted, provided that the construction is such as to ensure immediate and complete combustion and freedom from offensive smoke, ash, unburned particles and odors. All incinerators or other equipment for the storage or disposal of rubbish shall be kept in a clean and sanitary condition. Incinerators must be kept at least fifty (50) feet from all property lines that border another residential lot. Properly approved garbage and refuse burners within a building are permitted.

Q. Sewage Disposal Systems

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Los Alamos County and New Mexico officers authorized to grant such approval. Approval of such system as installed shall be obtained from such authority.

R. Oil and Mining Operations

No oil drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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.

S. Land Near Parks and Water Courses

No building shall be placed and no material or refuse shall be placed or stored on any lot within twenty (20) feet of a property line of a public park or the edge of an open water course. However, clean fill may be placed nearer than twenty (20) feet to a park or water course, if the natural water course is not substantially altered or blocked by it.

III. GENERAL PROVISIONS

A. Area of Applicability

These covenants, conditions and restrictions shall apply to the La Senda Subdivision, Tract A White Rock, Los Alamos County, New Mexico, specifically described on the plat originally filed May 17, 1971, recorded in Plat Book 2, at page 44, Los Alamos County, New Mexico, records, as amended by plat filed July 23, 1971, in Plat Book 2, at page 47, Los Alamos County, New Mexico, and the plat filed April 3, 1974, in Plat Book 2, at page 82, Los Alamos County, New Mexico, and to the La Senda Subdivision, Tract B, White Rock, Los Alamos County, New Mexico, specifically described on the plat filed June 26, 1974, in Plat Book 2, at page 88, Los Alamos County, New Mexico, records.

B. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Invalidation of these covenants by judgment or court order or action of the board of directors of the La Senda Homeowners Association shall cause reversion to the previous covenants recorded as Document No. 31421, page 182, Book Miscellaneous 16, filed on April 30, 1975 in the County Clerks office of Los Alamos County, which shall remain in full force and effect.

WHEREAS, the parties who are signatories hereto are owners of the real estate specifically identified beside their respective signatures, all said real estate being located within La Senda subdivision, Tract A or Tract B, Los Alamos County, New Mexico; and

WHEREAS, the parties who are signatories hereto desire and intend to impose upon their properties, as herein identified, the covenants, conditions and restrictions hereinafter set forth for the benefit of all said real estate and all present and future owners thereof.

NOW THEREFORE, the undersigned owners of the real estate hereinafter identified have executed this Declaration of Covenants, Conditions and Restrictions and hereby declare that said real estate is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the above limitations, restrictions, covenants and conditions.

Owner's signature

Owner's printed name

Date