

# INDEXED

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DESIGNATED PORTIONS OF LA SENDA DEVELOPMENT,  
TRACT A AND TRACT B, WHITE ROCK, LOS ALAMOS COUNTY,  
NEW MEXICO

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

WHEREAS, the parties who are signators hereto desire and intend to impose upon their property 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 hereby declare that said real estate is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions:

I. AREA OF APPLICABILITY. These Covenants, Conditions and Restrictions shall apply to all lots identified beneath the owners' signatures hereto, all being within La Senda Development, 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, records or within La Senda Development, 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.

## II. RESIDENTIAL AREA COVENANTS

### A. LAND USE AND BUILDING TYPE

(1) Limitation of Structures. No structure shall be permitted to be constructed or maintained on any lot except such structures as are expressly permitted herein and within the limitations herein provided.

(2) Main Dwelling. Only one main dwelling shall be permitted on one lot. The main dwelling

shall be a detached structure not exceeding 2 1/2 stories in height above the natural ground level at the site of erections. It shall have an appraised value of not less than \$20,000.00, not including the value of the lot, with valuation to be determined at time of start of construction based upon construction cost levels prevailing at the time these covenants are recorded. It shall have an enclosed, heated ground floor 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.

(3) 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 size and quality in conformity and harmony with the main dwelling and character of the subdivision.

(4) Prohibition of Temporary Buildings. No temporary buildings or dwelling shall be permitted except during the period of construction of the main dwelling and during the period of preparation for such construction. In no event shall any temporary building or dwelling be permitted to remain on a lot for an accumulated duration of more than three years.

(5) Accessory Buildings. Only one accessory building for any one general object or purpose shall be permitted on one lot. An accessory building shall be no higher than 12 feet above the natural ground level at the building site, unless waiver be granted for greater height, and shall enclose an area not greater than 2,400 square feet. No accessory building shall conflict with the architectural harmony of the main dwelling on the lot or with the character of the subdivision. All buildings on one lot collectively, including main dwelling, guest house or servant's quarters and accessory buildings, shall cover an area no greater than 10% of the total lot area. Waiver of height restrictions on accessory buildings may be granted only in cases of peculiar topography where the additional height sought is not objectionable, but in no case shall a waiver be granted for a height greater than 2 1/2 stories.

(6) Mobile Homes. Except as herein expressly provided, mobile homes shall be permitted to be located on a lot. A mobile home belonging to bona fide non-paying guests may be located on a lot for no longer than six weeks for any one visit. One camper or one mobile home, less than 25 feet in length, may be stored at the rear of the main dwelling or in any location that will be out of sight from the public road.

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B. ARCHITECTURAL CONTROL. No building 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 Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to public road than the minimum building setback line.

C. BUILDING LOCATION. No building shall be located on any lot nearer than 35 feet to the front lot line, 35 feet to a side lot line abutting a public road, 25 feet to a side lot line not abutting a public road and 25 feet to a back lot line abutting another lot. No building housing animals or designed to house animals shall be located on any lot closer than 50 feet to a side lot line, 50 feet to a back lot line abutting another lot and 45 feet to a dwelling on the same 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.

D. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

E. NUISANCES. No noxious or offensive activity 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.

F. 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, 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.

G. ANIMAL RESTRICTIONS.

(1) No animal may be kept on any lot until after 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 two years prior to completion of construction of the main dwelling. No animal shall be permitted to roam outside its owner's lot.

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

(3) With the exception of rabbits, fowl and novelty-type animals, no more than four animals per acre may be kept on any lot. The number of livestock allowed to be kept on a lot shall be limited to one and one-half per acre, computed to the nearest whole number. No more than 24 rabbits and 24 fowl may be kept on a lot. Offspring of animals shall not be counted in computing these limits until they attain breeding age. All livestock kept on a lot shall be confined or housed within an area not closer than 165 feet to the front property line, and unaltered male hooved animals shall be confined or housed within an area not closer than 25 feet to all other property lines. All rabbits and fowl kept on a lot shall be confined or housed or housed within an area not closer than 165 feet to the front property line and not closer than 50 feet to all other property lines. The Architectural Control Committee may grant waivers to these setbacks for animal confinement or housing in appropriate circumstances after submission of petition therefore.

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

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

(6) No noxious or offensive activity shall be conducted or carried on upon any lot, nor shall anything be done thereon which is or will become an annoyance or nuisance to the neighborhood. The right to keep or maintain livestock, animals, fowl or household pets on any lot shall not relieve the owner from the obligation to comply with this covenant, but, rather, shall impose upon an owner exercising such right an obligation to comply with this covenant with care and particularity.

H. OIL AND MINING OPERATIONS. No oil drilling development operations, oil refining, quarrying or

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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.

I. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping 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 insure 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. Animal wastes must be kept in such a manner as not to endanger the health, enjoyment or use by the residents of La Senda Development of their various properties. Incinerators must be kept at least 50 feet from all property lines which border another residential lot. Properly approved garbage and refuse burners within a building will be permitted.

J. SEWAGE DISPOSAL. 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.

K. 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 20 feet of a property line of a public park or the edge of an open water course; provided, however, that clean fill may be placed nearer than 20 feet to a park or water course if the natural water course is not substantially altered or blocked by such.

L. TEMPORARY DWELLINGS. After commencement of construction of the main dwelling on a lot, a temporary structure may be occupied and used as a residence for a period not to exceed 18 months, but thereafter and except in such circumstance, no temporary structure, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on a lot at anytime as a residence, either temporarily or permanently, except in the case of guests, who may be housed in such quarters for short periods of time.

### III. ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERSHIP. The Architectural Control Committee shall be composed of three (3) persons, all of whom shall be owners of a lot within La Senda Development subject to these Covenants, Conditions and Restrictions. Initially the Committee shall consist of Sterling F. Black, 719 Alondra Lane, N. W., Albuquerque, New Mexico, 87114, Nancy L. Black, 719 Alondra Lane, N. W., Albuquerque, New Mexico, 87114, and Harold T. Moore, 193 Tunyo, Los Alamos, New Mexico, 87544. A majority of the Committee may designate a representative to act for the Committee. 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 the Committee's designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee or its designated representative fails to act within thirty (30) days after submission of a request or petition for approval, no approval will be required and the covenant related thereto shall be deemed to have been fully complied with. If no suit to enjoin construction shall have been commenced prior to completion of construction of a substantial structure, then thereafter no approval of such structure will be required, and the covenant related thereto shall be deemed to have been fully complied with.

### IV. GENERAL PROVISIONS

A. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said 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.

*M. L. Moore* 18.7 ... Doc. No. 31421  
Los Alamos County

B. ENFORCEMENT. Enforcement shall be by proceedings 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.

C. 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, The undersigned owners have executed his Declaration of Covenants, Conditions and Restrictions on the dates indicated in their acknowledgments hereto.

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The attached Declaration of Covenants, Conditions and Restrictions is hereby executed by Jemez View Investment, Inc., owner of Lots No. 3, 6, 9, 10, 15, 17, Block 1, Lots 15, 16, Block 3, Lots 1, 2, 3, Block 4, Tract A, La Senda Development, and Lots No. \_\_\_\_\_, Tract \_\_\_\_\_, Tract B, La Senda Development, Los Alamos County, New Mexico.

JEMEZ VIEW INVESTMENT, INC.

By: *Sterling F. Black*  
Sterling F. Black  
President

STATE OF NEW MEXICO )  
                                  ) ss.  
COUNTY OF LOS ALAMOS )

The foregoing instrument was acknowledged before me this 29th day of April, 1975, by Sterling F. Black, President of Jemez View Investment, Inc., a New Mexico corporation, on behalf of said corporation.

*Ronald B. Arrietta*  
Notary Public

My commission expires:  
September 30, 1977

STATE OF NEW MEXICO ss  
COUNTY OF LOS ALAMOS  
No. 31421  
Date Apr 30 75  
At 3:02 P.M.  
Place Tract 16  
COUNTY CLERK *Ronald B. Arrietta*  
DEPUTY *Marilyn Edwards*

Tract 16 182 31421



