

**PROTECTIVE COVENANTS
PAJARITO ACRES SUBDIVISION**

Whereas, Pajarito Acreage Development Association, (PADA) Inc., a New Mexico Corporation has caused certain real property, in Los Alamos County, New Mexico, hereinafter termed Pajarito Acres, located within the boundaries of Pajarito Canyon, State Route 4, Potrillo Canyon and White Rock Canyon, to be surveyed, subdivided, and platted as shown on the plat of Pajarito Acres filed for record in the County Clerk's office of Los Alamos County on the 22nd day of July 1964.

NOW, THEREFORE, Pajarito Acreage Development Association, Inc., the owner in fee simple by Quitclaim Deed from the United States of America of all the lands included within the said Pajarito Acres as so platted and as so described, or as described in such plat as it may be modified in the future, does hereby declare and acknowledge that all the lands included within said Pajarito Acres are and shall hereafter be subject to all the following covenants, restrictions, and limitations:

PART A. PREAMBLE

1. It is the intention of Pajarito Acreage Development Association, Inc., expressed by its execution of this instrument, that the lands within Pajarito Acres be developed and maintained to insure a harmonious liberal relationship among land uses, to protect and enhance real property values, to conserve the natural beauty and to protect its suburban character.

2. DEFINITIONS

"**Grantor**" means the Pajarito Acreage Development Association, Inc., its successors, assigns, agents or representatives.

"**Homesite**", "**Building Site**", or "**Site**", shall mean any lot, or two or more contiguous lots or portions thereof, or a parcel of land upon which a single-family dwelling may be erected in conformance with the requirements of these covenants.

"**Single-family Dwelling**" as well as "**Main Dwelling**" means the main residential building or structure erected and maintained for private single family residential purposes. It may not include a flat, apartment, multi-family dwelling or duplex, or mobile dwelling whether on wheels or otherwise. An attached or detached garage or carport shall be considered as part of the Main Dwelling.

"**Temporary Building**" means any building which does not conform to the standards of design or construction required by these covenants or applicable building codes.

"**Accessory Building**" is any stationary permanent detached building of a type customarily appropriate and incidental to the Single Family Dwelling and the residential use of the land.

"**Guest House**" is an accessory building so equipped as to adapt it for use as a single family dwelling.

"**Structures**" means any construction including but not limited to fences, dams, bridges, walls, etc.

"**Mobile Home**" means a house trailer, travel trailer or any structure adapted for use as a dwelling and which is transportable as a non-collapsible unit or units with dimensions compatible with such transportability on the highways.

"**Home Occupations**" are activities of a professional or commercial nature engaged in on the homesite.

"**Animals**" as used herein means domesticated animals including but not limited to livestock, dogs, cats, rabbits and fowl. It does not include small creatures of the novelty type such as white mice, hamsters, turtles, etc.

"**Livestock**" means hoofed animals including but not limited to horses, ponies, burros, sheep, cattle and goats.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C are applicable to all homesites shown on the plat recorded aforesaid with the County Clerk of Los Alamos, and the contents of which are incorporated herewith by reference.

B-2. CIVIC AREA. Any areas not included in homesites which are designated as community areas, and subject to control of grantor will be restricted to community recreational, educational, or social activities which may include allocation by license, lease or deed of portions to membership clubs.

B-3. RESTRICTED USE OF LAND. No land in Pajarito Acres shall be used for business purposes with certain incidental exceptions as permitted in C-I-B below.

PART C. HOMESITE STRUCTURE AND LAND USE RESTRICTIONS

C-1-A. BUILDINGS AND STRUCTURES

(a) **Location.** No buildings (not including eaves or steps) shall be located nearer than 40 feet to the front lot line or the side street line, or 25 feet to a side lot line or a neighboring back lot line. No building to house animals may be closer than 50 feet to a side or back lot line or closer than 45 feet to a dwelling on the same lot. A front lot line is defined as any lot line immediately adjacent to a road right of way. All set back distances as mentioned above shall be measured perpendicular to the tangent to the lot boundary at that point.

In cases where the above restrictions will cause undue burden on the owner he may petition the grantor for a waiver.

(b) **Lot Area and Width.** A dwelling lot is defined as a lot having a width of not less than 150 feet at the dwelling location, except for cul-de-sac lots having a frontage less than 150 feet. For a cul-de-sac lot, the width at the dwelling location shall not be less than 125 feet measured along the perpendicular to the bisector of the angle included between the two lot boundaries both of which join to the cul-de-sac. All dwelling lots shall have an area of not less than 100,000 square feet. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full area as originally conveyed by PADA except, providing the remaining area of the lot is a dwelling lot as defined above, the owner may convey a portion to the owner of an adjacent lot.

(c) **Main Dwelling.** No main dwelling is permitted unless it is a detached structure not to exceed 2-1/2 stories in height above the natural ground level at the site of erection, having an appraised value of not less than \$12,000.00, the value at time of start of construction (not including the cost of the homesite) based upon cost levels prevailing at the time these covenants are recorded and having a ground floor area of not less than 1,000 square feet if one story, or 800 square feet if two story.

(d) **Guest House.** No more than one guest house or domestic servant's quarters, but not both, is permitted and then only if it is of a size and quality such that it is in conformity and harmony with the main dwelling and character of the subdivision.

(e) **Temporary Buildings.** No temporary buildings or dwellings are permitted except during construction of the main dwelling which includes preparation for such construction, but in no event may temporary buildings be permitted to remain on the homesite for an accumulated duration of longer than three years.

(f) **Accessory Buildings.** No more than one accessory building may be erected for any general object or purpose and then only if it is no higher than 12 feet above the natural ground level at the building site,

encloses an area not greater than 2,400 square feet, and is not in conflict with the architectural harmony of the main dwelling and character of the subdivision. All buildings on the lot, collectively, will not cover an area greater than 10% of the total lot area. Waiver with respect to the height restriction may be granted only in special cases of topography where such waiver is not objectionable. In no case shall a waiver be granted for a height greater than 2-1/2 stories.

(g) **Mobile Homes** are not permitted except those belonging to bona fide nonpaying guests and which may not remain on the homesite for longer than six weeks for any one visit with the exception that one camper or mobile home, less than 25 feet in length, may be stored at the rear of the dwelling or in any location that will be out of sight from the street.

(h) **Fences and Walls**. Solid fences over four feet high, other than retaining walls, may not be erected nearer to any street than the minimum set back line. No fence, wall, hedge or shrub which blocks the area of vision in the zone of from two to eight feet above the street shall be permitted within the triangle formed by the intersection of the closest boundaries of the two street rights of way and a line connecting such boundaries at points 25 feet from the point of intersection. Barbed wire fencing is not permitted as boundaries to bridle paths. Electric fences of any type not approved as safe by a recognized testing authority in the field are not permitted.

(i) **Signs**. No more than one sign or writing, other than a home identification sign, shall be displayed for public view on any home site. Such sign or writing may not have an included area of more than two square feet. Notwithstanding this restriction, a temporary sign advertising the property for sale may have an included area not exceeding 12 square feet.

C-1-B. LAND USE RESTRICTIONS

(a) One single-family detached dwelling. "No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height, a private garage for not more than three cars and outbuildings commensurate with the uses allowed by these covenants."

(b) Home occupations are not permitted upon any homesite unless of a nature which is clearly subordinate and incidental to the residential use of the land. No home occupation may be engaged in unless conducted within a building (with the exception of animal husbandry, agricultural or horticultural side lines) nor unless it has no deleterious effect upon the residential character of the homesite. It must not adversely affect the value or beneficial use of neighboring property by the generation of annoying odors, noises, electrical disturbances, visible accumulation of supplies or materials, traffic offensive to the neighborhood, or other nuisances.

(c) Animals - Restrictions

- (1) No animals may be kept on any homesite until the main dwelling is under construction and then only for a duration not to exceed two years unless the main dwelling is completed. No animal shall be allowed to roam.
- (2) Swine and unaltered male goats are not permitted.
- (3) Not more than four animals per acre, not including mature rabbits, fowl or animals of novelty type, may be kept on any homesite. This number may include livestock providing such livestock are not more than one and one-half (nearest whole number) to the acre and are confined or housed within an area not closer than 165 feet from the front property line, and if unaltered male hoofed animals, in addition, they are confined to an area not less than 25 feet from the other property lines. In addition to the above, mature rabbits or mature fowl not in excess of 24 each may be kept on a homesite, provided they are confined to an area not less than 165 feet from the front property line

and not less than 50 feet from all other property lines. Offspring of such animals are not counted in the above limits until they reach breeding age.

Waivers with respect to set backs of that portion of the above paragraph beginning "and are confined" can be applied for by submitting a petition to the grantor.

- (4) Public boarding of animals is not permitted.
- (5) Commercial slaughtering or commercial butchering is not permitted.
- (6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or will become an annoyance or nuisance to the neighborhood. Where livestock, animals, fowl, or household pets are kept, careful observance of this covenant must be had.

C-2. ARCHITECTURAL CONTROL. No permanent building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the grantor as to quality of workmanship must be obtained from the grantor after the erection, placement or alteration is completed.

C-3. 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 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 sanitary condition. Animal wastes must be kept in such a manner as not to endanger the health, enjoyment or use by the residents of Pajarito Acres 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.

C-4. 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 New Mexico Department of Public Health and the State Plumbing Code.

C-5. PROTECTIVE SCREENING. A protective screening area is established as shown on the recorded plat, being a strip of land along the property lines of State Route 4. Ownership of such area shall be in grantor and such area shall be maintained solely for the use specified. No building or structure shall be placed or permitted to remain in such area and no vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

C-6. DRAINAGE OF NATURAL WATERS. No lot owner shall change the terrain on his lot so as to significantly alter or impede the natural run-off of waters from a neighboring lot or cause any significant change in place or condition of run-off waters onto a neighboring lot unless adjoining neighbors mutually agree to such change; and if the change affects other lot owners, in such case consent of all such lot owners is required.

C-7. LAND NEAR PARKS AND WATER COURSES. No building shall be placed or shall any material or refuse be placed or stored, on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not substantially altered or blocked by such fill.

C-8. BUILDING TIME. Construction of the main dwelling on each homesite acquired by original contract of sale, assignment of the contract of sale or by resale shall begin within three years of the date of title acquisition by Pajarito Acreage Development Association, Inc., from the government. Homesites acquired by auction because of not having been the subject of a contract of sale within the three-year limitation shall have six years from the date of title acquisition by Pajarito Acreage Development Association, Inc., from the government to commence construction. Once construction has begun, the exterior of the house must be finished within eighteen months so it presents a completed appearance to neighboring lots. Construction

shall be deemed to have commenced when excavation for footings or foundation has begun. In addition to the entities specified hereinafter in E-3, Enforcement, the United States of America shall have the right to enforce the provisions of the Article C-8.

C-9. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and public rights of way are reserved as shown on the recorded plat. No obstruction shall be placed in drainage easements so as to change the direction of flow of water through drainage channels.

C-10. TEMPORARY DWELLINGS. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently except that, notwithstanding the provisions of Part C-I-A (g), after beginning of construction of the main dwelling on the lot, a temporary structure may be occupied for a period not to exceed a total of 18 months. Also, guests may be temporarily housed in such quarters for short periods of time.

C-11. There shall be no discrimination upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the land within this subdivision. Notwithstanding the provision of Parts E (General Provisions) and F (Amendments), this covenant is not subject to change or expiration and will run with the land.

PART D. ARCHITECTURAL CONTROL AND COVENANTS COMMITTEE

D-1. The grantor's authority shall be in the Board of Directors of Pajarito Acres Home Owners Association, Inc., a New Mexico Corporation not for profit, and the Architectural Control and Covenants Committee shall be a committee responsible to the said Board of Directors for the purpose as provided in the charter and by-laws of that organization.

D-2. PROCEDURES.

- (a) The Grantor's approval or disapproval as required in these covenants shall be in writing. Construction plans and specifications referred to in section C-2 are construed as being suitable for construction by a recognized contractor. Construction plans and specifications meeting this requirement may be submitted to the grantor for approval. At the time of submission, the submitter will be given a dated receipt. The grantor must approve or disapprove these plans and specifications within 30 days following the date of the receipt; failure of the grantor to approve or disapprove in this period shall be construed as approval, and the related covenants shall be deemed to be fully complied with.
- (b) Granting of Waivers. It is recognized that natural conditions of the various homesites vary considerably and that exceptions to certain restrictions only as previously cited may be had in order to accommodate special conditions.
 - (1) Complete plans and specifications or other pertinent information must be submitted to the grantor in written form as in (a) above.
 - (2) A waiver where authorized from the letter of these covenants will be granted in writing by the grantor only after the following conditions have been met:
 - (a)The grantor must act only after careful consideration to the compatibility of the results of granting such a waiver with the general intent of these covenants as defined in Part A.
 - (b)The grantor has not received written objection from a majority of owners of adjoining homesites and owners of homesites that would be adjoining in the absence of easements or public rights of way after public or direct notice.

- (3) Any expense incurred by the grantor in fulfilling these requirements shall be borne by the requestor regardless of the final decision of the grantor. In the event that the grantor fails to act on a request for granting of a waiver, such a waiver will be deemed not granted. No time limit for the granting of such a waiver will be placed on the grantor.

D-3. RECOURSE. In the event that the grantor does not act on a request for approval or granting of a waiver within 30 days, or disapproves such requests, the unsuccessful applicant may demand a public hearing of his request before the Board of Directors, PAHOA. Such a hearing to be held on a date set by the PAHOA Board of Directors, not later than 90 days after such demand. The PAHOA Board of Directors shall notify all the then homesite owners ten days before such a hearing as to time and place and nature of the hearing, either by mail or by public notice. The PAHOA Board of Directors must render a written decision within two weeks as a result of this hearing. If the applicant then wishes, he may put the matter to a committee of five members, two to be selected by the PAHOA membership and two by the PAHOA Board of Directors and the fifth member selected and agreed to by both sides.

PART E. GENERAL PROVISIONS.

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of record of the lots (one signature per lot) has been recorded, agreeing to change said covenants in whole or in part.

E-2. The Pajarito Acreage Development Association, Inc., for itself, its successors and assigns further covenants that the homesites in Pajarito Acres shall be subject to an annual charge in such amount as fixed by the grantor, its successors or assigns, not however, exceeding in any year the sum of \$25 per homesite. The grantor hereby assigns to Pajarito Acres Home Owners Association, Inc., a non-profit home owner association, all its rights, title, interest, obligations, responsibilities and liabilities in and to these covenants and their enforcement. The said sum shall be payable to such Association, and it is further covenanted that said charge shall be made on or before September 1 of each year and on the 15th day of January following on each and every year shall become a lien on the land and shall continue to be such lien until paid. Such charge shall be payable to the said Pajarito Acreage Home Owners Association or assigns, and shall be devoted to the maintenance of any public roads, paths or other property held by the Pajarito Home Owners, or for the maintenance of any property in Pajarito Acres which is privately owned but dedicated by easement or otherwise to community use, or for the enforcement of these covenants, and such other public purposes as shall from time to time be determined by the Board of Directors of said Association.

E-3. 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. Proceedings as specified may be brought by either one or more landowners or by the Board of Directors of the PAHOA or their agent, acting as an agent for the membership of PAHOA.

E-4. SEVERABILITY. Invalidation of any one or any part of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. In the event of the conflict with County Ordinances, the County Ordinances shall be controlling, but this intent shall not be construed to liberalize any covenant where the County Ordinance does not require such liberalization.

PART F. AMENDMENTS.

These covenants may be changed, or added to, at any time to include such additional restrictions pertaining to matters not herein contained as may be determined to be necessary or desirable by at least 80% of the homeowners. Notwithstanding any provisions herein to the contrary, the provisions of Articles C-8 (Building Time) and C-11 (Nondiscrimination) are not subject to amendment or change.

APPROVED:

UNITED STATES ATOMIC ENERGY COMMISSION

By: /s/ (Herman E. Roser)
Herman E. Roser
Assistant Area Manager
for Community Affairs

In Witness Whereof, the Pajarito Acreage Development Association has caused these presents to be signed in its name by its president and its secretary and its corporate seal to be hereto affixed this 17th day of July 1964.

The Pajarito Acreage Development Association
By: /s/ (Warren E. Crowe) President
Warren E. Crowe

/s/ (Antoinette Grooss) Secretary
Antoinette Grooss

State of New Mexico)
 ss
County of Los Alamos)

The foregoing instrument was acknowledged before me this 17th day of July, 1964 by Warren E. Crowe, and Antoinette Grooss, President and Secretary respectively of Pajarito Acreage Development Association, Inc., a New Mexico corporation, on behalf of said Corporation.

/s/ (Frances B. Sniezek)
Notary Public

My Commission expires: October 27, 1964

In Witness Whereof, and in acceptance as assignee of the rights, title, interest, obligation, responsibilities and liabilities in and to the foregoing covenants and their enforcement, the Pajarito Acres Home Owners Association, Inc., has caused these presents to be signed in its name by its president and its secretary and its corporate seal to be hereto affixed this 17th day of July 1964.

Pajarito Acres Home Owners Association, Inc.
By: /s/ (Clarence E. Lee) President
Clarence E. Lee

/s/ (Glenn L. Carter) Secretary
Glenn L. Carter

State of New Mexico)
 ss
County of Los Alamos)

The foregoing instrument was acknowledged before me this 17th day of July, 1964 by Clarence E. Lee, and Glenn L. Carter, President and Secretary respectively of Pajarito Acres Home Owners Association, Inc., a New Mexico corporation, on behalf of said Corporation.

/s/ (Frances B. Sniezek)
Notary Public

My Commission expires: October 27, 1964