

original February 1987
amended November 1992
amended January 1993
amended October 1995

DECLARATION OF RESTRICTIVE COVENANTS

Sandia Airpark Estates

AMENDED

This AMENDED Declaration of Restrictive Covenants is dated October 15, 1995 for Sandia Airpark Estates East, as shown by the plat thereof filed in the office of the County Clerk of Santa Fe County, New Mexico on the 18th day of February, 1987 in Plat Book 171, page 010-011, under Reception No. 615,127, numbered 574078-574084. The amendments are intended to clarify and enhance the Restrictive Covenants for Sandia Airpark Estates East. The amended Covenants contained herein supersede Covenants dated November 1992, amended January 1993, and any previous covenants. The property is fully described as follows:

Lots 1 thru 99, roads, and park within Sandia Airpark Estates, Sandia Airpark Estates East Phase I, Phase II, Phase III, all Tracts of land situate within Section 14, Township 10, Range 7 East, N.M.P.M., Santa Fe, New Mexico.

ARTICLE 1: Declaration

KNOW ALL MEN BE THESE PRESENTS

The undersigned corporation, owner of the real property of Sandia Airpark Estates East, as shown by the plat thereof in the office of the County Clerk of Santa Fe County, New Mexico on the 18th day of February, 1987 in Plat book 171, page 010-011, under Reception No. 615,127, numbered 574078-574084: **HEREBY MAKES THE FOLLOWING DECLARATION** as to 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 restriction being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same embodied in the conveyance or other instrument affecting title thereto. This declaration of restrictions is intended to promote conservation of water, protection of environmentally sensitive areas and natural vegetation, and is designed to ensure all owners that the community will maintain a private and prestigious character.

ARTICLE 2: Definitions

- 2.01 "Lot" shall mean each and every numbered lot sold or held for sale in Sandia Airpark Estates.
- 2.02 "Commercial Area" shall mean the area located west of Rainbow Road including primarily Sandia Airpark Inc. and other businesses.

- 2.03 "Sandia Airpark Estates" shall mean all 99 residential lots including common areas (henceforth subdivision).
- 2.04 "Common Areas" shall mean all roads in the residential area including the north/south portion of Rainbow Road (from Blanco Drive to the stone pillars), and the dedicated 3.9477 acre park and other designated areas. Note that the Commercial Area shares Rainbow Road as a Common Area with Sandia Airpark Estates.
- 2.05 "Sandia Airpark Estates Property Owners Association" (henceforth SAEPOA) shall mean the group responsible for ensuring the conformance to these Restrictive Covenants. This does not preclude or waive the right of each lot owner to enforce the covenants.
- 2.06 "Architectural Control Committee" shall mean a group of three SAEPOA members elected annually by the SAEPOA.
- 2.07 "Taxiway" shall mean any established road for the purpose of runway access for aircraft.
- 2.08 "Household pets" shall mean dogs, cats, birds, and hamsters.

ARTICLE 3: Property Rights

- 3.01 Association fees. Residents and vacant lot owners will pay SAEPOA an annual association fee. (See Article 7)
- 3.02 Use of Runway. The right of access to the runway shall pass with payment of the annual association fee. Owner assumes individual liability for runway use.
- 3.03 Access to Common Area. Every owner shall have the right of access to the common areas. That right shall pass with the title to every lot.
 - a) The SAEPOA shall charge reasonable fees for the use of common areas, including any recreational facilities located in common areas.
 - b) The SAEPOA will suspend the owner's rights to use the recreational facilities for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- 3.04 The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the lot owners.

ARTICLE 4: Permitted Uses

Upon each lot in the subdivision, there may be erected a principal residence consisting of one (1) detached single-family dwelling together with such outbuildings as are common and customary. All buildings, including hangars may be used only for private residential purposes and shall be designed and built for use by a single family.

ARTICLE 5: Restrictions and Allowances

- 5.01 Subdivision of lots. No lot shall be divided, subdivided or partitioned.
- 5.02 Minimum Square Footage. The above ground floor heated areas of the main structure, exclusive of porches and garages, shall not be less than fourteen hundred (1400) square feet.
- 5.03 Garage and Hangar. All residences must either have a hangar and/or a minimum of a two car garage attached to the main structure.
- 5.04 Driveways. Any driveway or entrance to any lot within the subdivision must not interfere with the hydrology of the subdivision. Swales, barrow ditches, or culverts shall be maintained at the lot owners' expense.

- 5.05 Lighting. No light mounted on a pole or otherwise suspended more than ten (10) feet above 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 lot owners (as determined by the Architectural Control Committee) or can be turned off at night by the resident.
- 5.06 Utilities. All extensions of utilities shall be underground to all structures at all locations. No permanent electrical or telephone lines shall be allowed above ground.
- 5.07 Easements. No lot owner shall build or erect any structure upon any road, utility, or trail easement as shown on the plats of the subdivision.
- 5.08 Site Distance at Intersection. No hedge, shrub, planting or structure shall be permitted on corner lots that obstructs the view of intersecting roads.
- 5.09 Temporary Residences. No trailer, mobile home, or other temporary structure shall be allowed on any lot for a period of more than two (2) years.
- 5.10 Time Limit of Construction. The construction of the exterior of all buildings shall be finished within one (1) year from the start of construction.
- 5.11 Maintenance. Each resident shall keep and maintain his/her lot(s) and ditches in a neat and clean condition, free of obnoxious weeds, litter, debris, and other unsightly growth. Every owner will also be responsible for the upkeep and maintenance of all improvements upon each lot.
- 5.12 Animal. Household pets shall be permitted on the premises. As many as three (3) horses may be kept on the premises provided that they are not raised, bred or maintained for any commercial purposes. The owner shall keep and maintain adequate fencing to prevent straying (especially on the runway); corral and grazing areas shall be maintained in a neat, sanitary manner so as to not become offensive to the neighborhood, and waste materials shall be appropriately buried in the ground or hauled to an appropriate landfill area.
- 5.13 Nuisances. No obnoxious or offensive activity can be carried on upon any lot, nor shall anything be done thereon which is 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, prolonged loud noise levels, the conduct of any activity which produces interference to ordinary TV reception (such as improperly tuned Ham or CB transmissions), etc.
- 5.14 Parking. All residents will be responsible for insuring that neither occupants of their home nor their guests park any kind of vehicle on any roadway within the subdivision. SAEPOA reserves the right to tow away (at owners expense) any vehicle in violation.
- 5.15 Access to runway. Only taxiways shall be used to access the runway (entering the runway randomly from adjacent lots is not permitted). Aircraft shall have right-of-way over all other vehicles.
- 5.16 Number of Aircraft. No one may park more than three (3) aircraft on any lot (transients excluded).
- 5.17 Hunting. No hunting shall be permitted.
- 5.18 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) person who does not reside on said lot. Such activity must not substantially increase the flow of traffic to a level greater than that normally generated by such residence.
- 5.19 Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon 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.

ARTICLE 6: Architectural Approval

Architectural approval shall be required for the construction, exterior modification, or addition to any structure on any lot in the subdivision, and the location and design of all on-site water and waste water systems. Said approval shall be given by the Architectural Control Committee following submission of plans and specifications and upon compliance with the restrictions contained herein. All plans shall be approved by the Architectural Control Committee before construction shall begin.

ARTICLE 7: Use of Airport and Sandia Airpark, Inc.

- 7.01 Annual Association Fee. Every lot owner will pay SAEPOA an annual association fee.
- a) Such fee will be due and payable on October 1 of each year, unless prior arrangements are made.
 - b) Fee amount will be reviewed each year and any adjustments will be made prior to October 1. The fee for October 1, 1995 is \$42.00 for each owned but unoccupied lot [first lot, any additional are \$30.00], and \$132.00 for each lot with residence [first lot and each additional is \$120.00].
 - c) SAEPOA reserves the right to impose liens and/or deny runway access to any resident or lot owner if his/her account is not current. Liens shall be subordinate to the lien of any first mortgage.
- 7.02 Maintenance. Sandia Airpark, Inc. will maintain the commercial area, runway, taxiways, ramps and Rainbow Road [shared responsibility with SAEPOA] areas. An SAEPOA Advisory Committee will confer with Sandia Airpark, Inc. concerning the condition of the above mentioned areas and will make recommendations as to a course of action to be taken. SAEPOA maintains the estate roadways.
- 7.03 Insurance. All aircraft owners (or their agents) based at Sandia Airpark shall be responsible for insuring such aircraft with the minimum liability coverage of \$300,000.00. Any lack of aircraft insurance shall be grounds for refusal to allow aircraft owners (or their agents) to use the Airpark and may result in loss of hangar or tie-down privileges. Sandia Airpark, Inc. will carry liability insurance on the runway and commercial area.
- 7.04 Runway. At no time shall any vehicle (except maintenance vehicles) operate over, across, or on the runways except for aircraft in the normal course of taxi, take-off, and landing.
- 7.05 Tie Downs. Outdoor tie-downs will be available at Sandia Airpark, Inc. as long as space is available. Hangars will take precedence over tie-down areas and as hangars are purchased less space will be available for outdoor tie-downs. The last aircraft to join Sandia Airpark, Inc. would be the first to leave as spaces are eliminated in the tie-down area to make room for hangars.
- 7.06 Dissolution. With the approval of Sandia Airpark, Inc. and a two-thirds (2/3) majority vote of the SAEPOA the runway may be closed. Upon dissolution, any assets of SAEPOA will be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 8: Sandia Airpark Estates Property Owners Association

- 8.01 Membership. Membership in the SAEPOA passes with title to a lot. Lot owners agree to pay all fees, membership and assessments.
(See SAEPOA Bylaws)

- 8.02 Acceptance. All lot owners shall obtain a copy of these Restrictive Covenants from the SAEPOA. They shall sign the "Statement of Acceptance" form which will be kept on file by the SAEPOA.

ARTICLE 9: Severability

- 9.01 Invalidation of any one or more of these covenants by the Judgment of court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.
- 9.02 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 Sandia Airpark, Inc. , SAEPOA, or any person(s) owning any real property situated in said parcels to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such Covenant in order to prevent them from further violation or to recover damages for such violation.

ARTICLE 10: Amendments

These Restrictive Covenants may be amended by the vote of two-thirds (2/3) of the SAEPOA members. Members in good standing will be allowed one vote for each residential lot owned. (see attached letter).

proposed November 1992
amended January 1993
amended October 1995

SANDIA AIRPARK ESTATES PROPERTY OWNERS ASSOCIATION

BYLAWS

1319495

AMENDED

The amended Bylaws contained herein supersede Bylaws dated November 1992, amended January 1993, and any previous Bylaws.

In compliance with the requirements of Section 53-8-1, et seq., N.M.S.A 1978, the Non-Profit Corporation named herein, SANDIA AIRPARK ESTATES PROPERTY OWNERS' ASSOCIATION, adopts the following Bylaws for such Non-Profit Corporation:

- I. **PURPOSE:** The general purpose of these bylaws and of this corporation is to manage the common areas of Sandia Airpark Estates and to enhance and further the enjoyment of the property owners in the use of the common areas and facilities, as well as their own properties. Enforcement of the rights of the association against any member violating the Restrictive Covenants shall be considered a duty of the corporation.

The Association is organized exclusively for charitable, religious, education, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

- II. **MEMBERSHIP:** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract purchasers, shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

- III. **ANNUAL MEMBERSHIP DUES:** All residents and lot owners of Sandia Airpark Estates will pay annual dues. The annual dues cover the period October 1 to September 30.

USE OF MEMBERSHIP DUES: All dues collected will be deposited in a SAEPOA bank account. The money will be used for SAEPOA operation. Upon dissolution any assets of SAEPOA will be dedicated to a public body or conveyed to a non-profit organization with similar purposes. (See paragraph on Dissolution)

COLLECTION OF MEMBERSHIP DUES: All membership dues will be due and payable to the SAEPOA by October 30 of every year. All members are responsible for being current on all fees.

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DUES ADJUSTMENT: At the October Annual Meeting, SAEPOA will review the membership dues for adjustments. Any changes will become effective immediately. Refer to SAEPOA restrictive covenants for fee structure. Annual dues may not increase more than 10% in any one year without approval of two-thirds (2/3) of the SAEPOA members in good standing.

IV. ASSESSMENTS: The Association may fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

SPECIAL ASSESSMENT FEES: In addition to the annual membership dues, the SAEPOA may levy a special assessment for the cost of any major construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that any assessment shall have the assent of two-thirds (2/3) of the voting membership. A schedule of payment will be outlined for each special assessment.

UNIFORM RATE OF ASSESSMENT: Special assessment fees must be fixed at a uniform rate for all the originally platted ninety-nine lots.

NON-PAYMENT OF SPECIAL ASSESSMENT FEES: Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The SAEPOA may bring an action at law against the owner personally obligated to pay the same, or to impose a lien against the property. No owner may waive or otherwise escape liability for assessment due to non-use of the common areas or abandonment of his lot. Attorney's fees and court costs incurred in the collection of fees shall be paid by the owner. No sale or transfer shall relieve such owners from liability for any fees or assessment due at the time of the sale or transfer. Liens for special assessments, fees or dues shall be subordinate to any first mortgage.

V. MEETINGS: The ANNUAL MEETING will be held on the first Tuesday of OCTOBER at Sandia Airpark Estates. Other meetings will be held quarterly or can be called by an officer of the SAEPOA. Notification for the meetings will be mailed to each member. A copy of the Minutes of each meeting will be mailed to each member.

VI. VOTING RIGHTS: Each member will be allowed one vote for each lot owned. If a member's annual association fees, membership dues or assessment account is not current that member will forfeit his right to vote. The total vote count will be ninety-nine.

The Association shall have one class of voting membership:

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

VOTING PROCEDURES: Except for annual dues and assessments, which require a two-thirds (2/3) majority, a simple majority of the members present at a meeting will pass a measure. Balloting by mail will be optional except for special assessments and major document changes. A member's failure to return his/her ballot to the President within the specified time limit will constitute non-interest in voting. Non returned ballots may be counted in favor of the issue under vote if the ballot indicates such. Furthermore, a two-thirds (2/3) majority will be based on the number of written votes received. Therefore all members are encouraged to vote on all such issues.

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VII. OFFICERS AND COMMITTEES: SAEPOA will hold elections at the Annual Meeting. The offices of President, Vice President, Secretary, and Treasurer as well as the Architectural Control Committee and Maintenance Committee will be elected at this time.

The affairs of this Association shall be managed by a Board of three (3) directors [annually elected president, vice president, and secretary/treasurer] who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of the successors are:

NAME	ADDRESS
<u>Ralph Laho</u> Ralph Laho, President 1997	<u>215 Princeton Dr. SE, Alb. NM 87106</u> 215 Princeton Dr. SE Albuquerque, NM 87106
<u>Harvey Kimray</u> Harvey Kimray, Vice-President 1997	<u>87 Blanco Dr Edgewood NM 87015</u> 87 Blanco Drive PO Box 1564 Edgewood, NM 87015
<u>Barbara Leonard</u> Barbara Leonard, Secretary/Treas 1997	<u>4 Horned Toad Road</u> PO Box 2067 Edgewood, NM 87015

An Affidavit signed by each Director consenting to being a Director is on file with the Association.

DUTIES OF OFFICERS AND COMMITTEES: Officers and committees will be elected at the Annual Meeting. The newly elected Officers shall take office immediately after the Annual Meeting. In case of a vacancy in any office, such vacancy will be filled by election by the SAEPOA for the remainder of the year. Any officer, other than the president, may occupy two offices concurrently if the SAEPOA so directs. No officer or committee member may receive compensation for performance of the regular duties of his/her office. Any officer may co-sign checks.

The PRESIDENT shall preside over all meetings of the SAEPOA. He/she shall have the authority to sign contracts on behalf of the corporation when authorized by the SAEPOA. He/she shall act as liaison between the owner of Sandia Airpark Inc., and the SAEPOA.

The VICE-PRESIDENT shall exercise all authority of the President in the event he/she cannot attend the meetings or fulfill his/her duties.

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The SECRETARY shall attend all meetings of the SAEPOA and shall prepare minutes of all such meetings. He/she shall keep a record of the names, addresses and telephone numbers of all members and shall give written notices of meetings and conduct such correspondence as may be required.

The TREASURER shall receive all assessments, and other funds received by the SAEPOA and deposit the same. He/she shall keep a record of the income and expenditures and render a written report annually to the members and at other times when required by the SAEPOA, and file annual required tax returns.

The ARCHITECTURAL CONTROL COMMITTEE (three SAEPOA members) shall review and make suggestions on the submission of plans for construction, exterior modification, and additions to any structure in Sandia Airpark Estates. Approval shall be based on compliance with the Restrictive Covenants for Sandia Airpark Estates.

The MAINTENANCE ADVISORY COMMITTEE (three SAEPOA members) shall monitor the condition of the roads, taxiways, ramps, and runway. The members shall meet with Sandia Airpark Inc. and make recommendations regarding the commercial property, and shall make and implement plans to maintain the common property within the estates.

The COVENANT ENFORCEMENT COMMITTEE (three SAEPOA members) shall review any Restrictive Covenant violation(s) reported and follow the steps outlined in the Covenant Enforcement Policy in order to rectify the violation(s). This does not in any way limit the right of any lot owner to enforce the covenants.

VIII. ADDITIONAL POWERS OF THE ASSOCIATION: The SAEPOA shall have the right to:

- 1) Make rules and regulations concerning speed limits, parking, trespassing, and pollution;
- 2) Limit and regulate the size, type, subject matter, location and elimination of signs within the property;
- 3) Provide guard service;
- 4) Limit and control access to Sandia Airpark Estates, including the right to prohibit access at various locations and hours, and to require identification permits for access to the property;
- 5) Regulate the use of the common areas and any facilities in the common areas and to charge fees for the use of such facilities and to make regulations concerning the conduct of persons within the properties;
- 6) Make any rules or regulations as deemed necessary to promote recreation, health, safety, welfare and protection of the residents, property, and environment.

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make

payments and distributions in furtherance of the purposes set forth in this article. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under the section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

DISCRIMINATION: Nothing herein shall allow the SAEPOA to discriminate in favor of or against any political party or any political candidate, nor to discriminate in favor of or against any person because of his/her sex, race, creed, color, national origin, or religion.

DURATION: The corporation shall exist perpetually.

DISSOLUTION: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

COMPATIBILITY WITH COVENANTS: These Bylaws are intended to supplement and be consistent with the Restrictive Covenants. In the event of any inconsistency between any Bylaws of the SAEPOA and the Restrictive Covenants, the terms of the Covenants apply.

