

Summary of Ojitos Frios Ranches Homeowners - Unit 1 Covenants

This is an informal summary prepared by the Committee to assist them as well as all owners in locating specific items within our Covenants. This summary has no legal standing and only the Covenants are enforceable. This summary is an informal reference document only. [P n] refers to the paragraph number of the actual Covenants containing the information summarized in each item.

1) Rights and Responsibilities of Committee

- a) Rights and powers
 - i) Reviews and approve all plans for residential dwellings and related structures.¹ [P 4.(1)]
 - ii) Cannot unreasonable withhold approval for plans mentioned in 1)a)i) above, but may deny approval because of [P 4.(2)(g)]:
 - (1) non-compliance with restrictions in covenants
 - (2) character of area and topology of land
 - (3) reasonable dissatisfaction with location or appearance considering harmony with surroundings and viewpoint of neighbors
 - iii) Collect annual fee and contract to maintain roads and pay seasonal expenses [P 4.(2)]
 - iv) Fee is based on number of acres owned and is a lien against each lot, enforceable as a mechanics or materialman's lien. [P 4.(2)]
 - v) Initial fee is \$10 per acre, but amount of subsequent fees is not restricted. [P 4.(2)]
 - vi) Committee members may collect for out-of-pocket expenses [P 4.(2)]
 - vii) In the event of any ambiguity in the restrictions on residents included in the covenants, the Committee's interpretation shall prevail. [P 4.(2)(f)]
 - viii) The Committee may enter any lot where the owner has not maintained premise and improvements to the satisfaction of the Committee; correct the problem; charge the owner; and lien their property for the costs of correction if not paid in 30 days. The Committee must provide written notice of the cost of correction to the owner. The Committee is required to post notice of the lien on the property within 1 year and to foreclose such lien within the laws of the State of New Mexico. [P 17]
 - ix) Cannot change any provision of the covenants without a 2/3rds written vote of the owners. Vote must be taken at least 5 days after all owners have be notified of the proposed change in writing. [P 18]
 - x) The Committee has absolute discretion to, but is not required to, "prosecute any proceeding at law or in equity" to recover damages or to enjoin any act to enforce the covenants. In the event of legal action, the losing party is liable for the winning party's legal costs. [P 21]
 - xi) Committee members are not liable for their actions or inaction. [P 22]
 - xii) May lien an owner's property, to include all collection costs, for fees that are more than 2 years in arrears. [Amendment 2, paragraph 2, new P 28] *(Note that this paragraph may not override the Committees right to take all legal action to collect fees)*
- b) Restrictions
 - i) Consists of 5 members elected each year. Each lot owner has one vote. [P 4]
 - ii) Meets May 1st [P 4]
 - iii) All actions require a majority vote, written votes in lieu of votes cast at meetings are allowed [P 4]
 - iv) Must return one set of approved plans for all architectural change request to the resident. [P 4.(2)(b)]

¹ The Covenants include various examples of "structures." The examples cited include septic systems, wells, any outbuildings, windmills, patios, terraces, fences, porches, and driveways.

- v) Must approve or disapprove architectural applications within 30 days or application is deemed approved. [P 4.(2)(g)]

2) Restrictions on residents.

- a) Lots must be 2.5 acres or larger [P 1]
- b) One single family residence with a minimum of 800 square feet of residential space and appropriate out-buildings per lot unless approved by the Committee [P 2 and P 13]
- c) All dwellings must be constructed on-site [Amendment 3, replaces original paragraph 5]
- d) All utilities must be underground [P 14] and residents must have County approved wells and septic systems. [P 15]
- e) No business other than in-home [P 3]
- f) All buildings shall be designed in keeping with the environment [P 4.(2)]
- g) Cannot erect or maintain any building or structure; add to any existing building or structure; move any building or structure; or change the external appearance of any building or structure without Committee approval. Residents must submit two sets of plans that include things like color scheme and location on the lot. [P 4.(2)(a)]
- h) May use temporary structures during construction for up to 2 years with prior approval of the committee. [P 5]
- i) Must take due diligence in completing all constructions within 2 years or get written consent of the Committee for longer periods. [P 6]
- j) May not remove live trees that are more than 8" in diameter measured 1 foot above the ground without Committee approval. [P 8]
- k) May not engage in any obnoxious or offensive activities, nor activities that create a nuisance to the neighborhood. [P 10].
- l) May not accumulate refuse or obnoxious or offensive material on their lots. Garbage, oil and/or gas tanks and other facilities must be placed underground or in fenced areas so that they are not visible for any adjoining lot or street. [P 11]
- m) May only maintain household pets unless they are in a fenced area and may not maintain any vicious animals. Large animals are limited to one per acre. Exceptions permitted with Committee approval. [P 12]
- n) My not erect signs except ones that are less that 72 square inches and state the owner's name and address. The sign may also include name of in-home business. Other signs must be approved by the Committee. [P 16]
- o) Owners may individually sue other residents to enforce the covenants. [P 21]
- p) Non non-working motor vehicles can be stored on any lot. Working vehicles not in daily use must be kept out of sight. [Amendment 2, paragraph 1]
- q) Owners must file complaints with the Committee in writing. [Amendment 2, paragraph 2, new P 24]
- r) No structures, except fences, can be erected with 100' of any road or 50' of any property line without written consent of the Committee. The Committee must notify all owners in writing at least 30 days in advance of approving exceptions. [Amendment 2, paragraph 2, new P 25]
- s) Owners are responsible to correct any damage they or their contractors cause to any roadway or utility system. [Amendment 2, paragraph 2, new P 26]

3) Automatic renewal of covenants - The covenants are automatically renewed every 10 years from date of first adoption unless a majority of owner's file a formal intention to change or replace them, and/or release selected residents from them. [P 19]