



SOUTH COMMUNITY ASSOCIATION

**HOMEOWNER
HANDBOOK**

*Architectural Guidelines, Rules and Regulations
Design Review Committee (DRC)*

This booklet is designed to be a reference guide to your Community Charter. It does not replace legal documents. If there are any discrepancies between this handbook and the Community Charter, the Charter prevails.

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Rancho Viejo South Community Association Homeowner Handbook

Welcome to Rancho Viejo, one of the finest master planned communities in Santa Fe. As a property owner in Rancho Viejo South, you are automatically a Member of the Rancho Viejo South Community Association (RVSCA). The Association is incorporated for the purpose of preserving and enhancing the value of our homes as well as the amenities of Rancho Viejo. It is the commitment and responsibility of RVSCA to ensure a quality lifestyle and to provide for appropriate control of the general architectural theme and maintenance of common areas throughout Rancho Viejo South.

The foundation for any high quality planned community is the understanding of the Community Charter and the cooperation of the property owners. The information that follows was compiled to provide homeowners easy access to pertinent rules and regulations as well as architectural procedures. Please take some time to familiarize yourself with this booklet. Some key points to remember are:

The Design Review Committee (DRC) meets at least once each month to review submittals. For specific dates, contact the Association office.

Always submit for approval PRIOR to beginning any improvements to the exterior of your home. Please don't assume that because "everyone else has done it" your project does not need approval. If you are unsure whether or not you need approval, call the Association office.

Keep all letters of approval or denial.

Homeowners are not required to attend the meeting in order to submit a request. However, if a homeowner wishes to attend a DRC meeting in order to present his/her request, presentation time will be limited to 5 minutes. The DRC will not provide an approval/denial while the homeowner is in attendance.

No approvals or denials will be made outside of the regularly scheduled meeting. Your cooperation and understanding will ensure that Rancho Viejo South continues to be the exceptional community that each resident desires.

-- Rancho Viejo South Community Association Board of Directors

TERMS AND DEFINITIONS

*Taken from the First Amended and Restated Community Charter and Covenants, Conditions and Restrictions
For Rancho Viejo*

ARTICLES: The articles of incorporation of the Association, as amended from time to time.

ASSOCIATION: The Rancho Viejo South Community Association, a New Mexico non-profit corporation, and its successors and assigns.

ASSOCIATION LAND: All land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest, easement or license for as long as the Association is the owner of the fee or holds such leasehold interest, easement or license.

ASSOCIATION RULES: The rules and regulations adopted by the Association pursuant to Section 7.2 of the Community Charter, as amended from time to time.

BOARD: The board of directors of the Association.

BYLAWS: The bylaws of the Association, as amended from time to time.

COMMON AREA: (a) all Association Land; (b) all land, and the Improvements situated thereon, within the Project which Declarant indicates on a Recorded subdivision plat, Tract Community Charter or other Recorded instrument is to be conveyed to the Association for the benefit and use of the Members; (c) all land, and the Improvements situated thereon, which is not situated within the boundaries of a Lot or Parcel and which is designated on a subdivision plat Recorded by the Declarant or approved by Declarant or by the Association as land which is to be improved, maintained, repaired and replaced by the Association; (d) all land, and the Improvements situated thereon, within or adjacent to the Project which Declarant indicates on a Recorded subdivision plat, Tract Community Charter or other Recorded instrument is to be used for landscaping, drainage or water retention or flood control for the benefit of the Project or the general public and which is to be dedicated to the public upon the expiration of a fixed period of time or upon formation of a special improvement district or similar district or body, but only until such lands is so dedicated; and (e) all real property, and the Improvements situated thereon, within the Project located within dedicated rights-of-way which have not yet been accepted by an appropriate governmental entity or agency, but only until such time as an appropriate governmental entity or agency has accepted all responsibility for the maintenance, repair and replacement of such areas.

COMMUNITY CHARTER: The Community Charter of Covenants, Conditions and Restrictions, as amended and restated from time to time.

DECLARANT: Rancho Viejo de Santa Fe, Inc., a New Mexico corporation, and any assignee of rights and duties granted or reserved to Declarant herein, which assignment shall be evidence by a Recorded instrument executed by the assigning Declarant.

DECLARANT AFFILIATE: Any Person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include without limitation, any general or limited partnership, limited liability company or corporation in which Declarant is a general partner, managing member or controlling shareholder.

DESIGN REVIEW COMMITTEE: The committee established pursuant to Article 9 of the Community Charter.

DEVELOPER OWNER : A Person (other than Declarant) in the business of developing, leasing and/or selling real property who has acquired one or more Lots or Parcels in connection with, and in the course of, such business, for the purpose of developing, leasing or selling such Lots or Parcels.

DWELLING UNIT: Any building or part thereof, situated upon a Lot or Parcel as intended for use and occupancy as a Single Family residence.

ESTATE LOT: An approximately one (1) acre home site that allows the construction at a minimum of, 2,000 square feet living area in a custom home using a custom builder or a Rancho Viejo model built by developer.

GUIDELINES: The rules and regulations adopted, amended and supplemented by the Design Review Committee pursuant to Chapter 5 of the Community Charter.

IMPROVEMENT: (a) any Dwelling Unit, building, fence, wall or other structure; (b) road, driveway or parking area; (c) any trees, plants, shrubs, grass or other landscaping improvements of every type and kind; and (d) any statuary, fountain, artistic work, swing sets, shade structures, craft work, figurine, ornamentation or embellishment of any type or kind (whether or not affixed to a structure or permanently attached to a Lot or Parcel).

LOT: A portion of the Project intended for independent ownership and use and designated as a lot on any Recorded Plat zoned for only residential purposes including any house, building structure or other Improvements situated on the Lot.

MEMBER: Any Person entitled to membership in the Association, as provided in the Community Charter.

NON-DEVELOPER OWNER: Any Owner (other than Declarant) who is not a Developer Owner.

OCCUPANT: Any Person other than an Owner who occupies or is in possession of a Lot or Parcel, or any portion thereof or building or structure thereon, whether as a lessee under a lease or otherwise, other than on a merely transient basis.

OWNER: The Person or Persons who individually or collectively owns fee title to a Lot or Parcel provided that: (a) Declarant shall be deemed to be the "Owner" of each Lot or Parcel with respect to which fee title is held by a Declarant Affiliate or by a trustee for the benefit of Declarant Affiliate; (b) in the event that, and for so long as, Declarant or a Declarant Affiliate has an existing right or option to acquire any one or more Lots or Parcels, pursuant to a written agreement, Declarant shall also be deemed to be the "Owner" of each Lot or Parcel with respect to which Declarant or a Declarant Affiliate has such right or option; and (c) in any case where fee title to a Lot is vested in a trustee under a deed of trust pursuant to Chapter 6.1 of Title 33 of the New Mexico Revised Statutes, the owner of the trustee's interest under the deed of trust shall be deemed the "Owner" of that Lot. Where reference is made in this Community Charter to Lots or

Parcels “owned by” a Person, such phrase shall be deemed to refer to Lots or Parcels of which that Person is the Owner, as determined pursuant to this Section.

PARCEL: Each area of real property in the Project, and all Improvements situated thereon, shown as a separate parcel of land on the Master Development Plan, provided, however, that in the event a Parcel is split or divided in any approved manner into portions under separate ownership, each portion under separate ownership shall thereafter constitute a separate Parcel.

PERSON: A natural person, corporation, partnership, limited liability company, trustee, government, government subdivision or other legal entity.

PROJECT DOCUMENTS: The Community Charter, the Articles, the Bylaws, the Association Rules, the Bylaws, the Association Rules and the Guidelines together with any applicable Tract Community Charters.

PROPERTY OR PROJECT: The real property shown of Windmill Ridge 2, Windmill Ridge 3, and Windmill Ridge 4 as recorded in the Community Charter on September 11, 2002.

RECORD, RECORDING, RECORDED, RECORDATION: Placing or having placed an instrument of public record in the official records of Santa Fe County, New Mexico.

SINGLE FAMILY: A group of individuals related by blood, marriage or legal adoption, or a group of not more than three unrelated individuals maintaining a common household.

TRACT COMMUNITY CHARTER: Any Community Charter of covenants, conditions and restrictions or like instrument which is recorded after the date a Community Charter is Recorded and which relates to one or more Parcels, or portions thereof, or one or more groups of Lots.

ASSOCIATION RULES

Board Authority

The Board may, from time to time and subject to the provisions in the Community Charter, adopt, amend and repeal the Association Rules. The Association Rules may restrict and govern the use of the Common Area, but shall not discriminate among Owners and Occupants except to reflect their different rights as provided herein, and shall not be inconsistent with the Community Charter, the Articles or Bylaws. The Association Rules shall be intended to enhance the preservation and development of the Property, Common Areas and Limited Common Areas. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in the Community Charter. Sanctions for violation of the Association Rules, of the Community Charter or of any other Project Document may be imposed by the Board per the Violation.

DESIGN GUIDELINES

DRC Authority and Review Procedures

Community Charter, Chapter 5

A. Introduction

The purpose of the Design Guidelines is to maintain a consistent character and quality of appearance for the Improvements within the community and to ensure that Improvements are constructed in an orderly manner. The Design Guidelines may describe what types of building materials and design elements are preferred and others that are discouraged. The Design Guidelines also provide a specific procedure for submitting applications for proposed Improvements and describe how to carry out the construction to the Improvements once approval has been received.

Whenever any action by or approval of the Design Review Committee (DRC) is required by the terms of the Community Charter or these Guidelines, request for such action or approvals shall be submitted to the DRC in accordance with the procedures set forth herein. Requests for approvals shall be reviewed by the DRC in accordance with these Guidelines and the Community Charter. Capitalized terms used in these Guidelines shall have the meanings set forth in the Community Charter. Unless otherwise provided for herein, all periods of time referred to in these Guidelines shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays, provided that if the deadline to perform any act or give any notice with respect to these Guidelines shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, state or national holiday.

B. Forms

The DRC has adopted forms in which all requests for approvals from the DRC must be submitted. The *Design Review Committee Modification Form* indicates the requirements needed for consideration by the DRC and all relevant documentation, such as drawings, list of materials to be used, and plot plan indicating the location of proposed modification, must accompany the submittal form. If there is insufficient information for the DRC to make a decision, the application will be disapproved. There are different submittal forms for New Home Construction on Estate Lots and for Landscaping within Walled Areas. Contact the association office for the appropriate forms.

C. Meetings

1. As provided in Section 5.2 of the Community Charter, the DRC is appointed by the Board of Directors and shall, at a minimum, consist of five (5) members. It meets on a regular basis to review all improvements, additions or alterations on any exterior portions of a homeowner's property.
2. The Chairperson of the DRC may call special meetings with two days prior written or oral notice to the other members.

3. A quorum for each meeting shall be required. A quorum will consist of a majority of the regular members of the DRC. An alternate member may be chosen by the chairperson and may participate at any meeting in which there is not a quorum of regular members present, and shall have all the authority of a regular member while so participating.

D. Decisions

1. Approval must be acquired from the DRC ***PRIOR*** to beginning any construction or improvement. This includes but is not limited to the following: buildings and other structures, including doors, gates, windows or other exterior improvements; landscaping; fences; heating, ventilating or air conditioning and cooling units; solar panels; paint; and any other construction, improvement, addition or alteration affecting the exterior appearance of any structure or Lot. Failure to obtain prior approval before beginning construction or making any improvements may result in sanctions being imposed by the Board of Directors.
2. The DRC shall review all applications submitted to it and shall furnish a written decision to the applicant setting forth the reason for its decisions. Applications can be submitted either in person, by email or mail and must include detailed plans/drawings with dimensions; specifications for materials, finishes and construction; and elevation drawings with dimensions related to the proposed improvement or alteration.
3. An affirmative vote of the *majority* of the members of the DRC shall be necessary for any decision. In the event the DRC fails to take any action or respond to homeowners submittal within 45 days after an application has been received, the application shall be deemed approved. If the Association contacts you upon receipt of the application and informs you that the next meeting is beyond the 45-day time frame or must be referred to the Board, your submittal will not be deemed approved after 45 days.
4. The DRC may reasonably disapprove any application if sufficient information is not submitted for the DRC to exercise the judgment required by the Guidelines. If the application is denied, the DRC shall provide a detailed explanation for the disapproval.
5. Any prior approval granted by the DRC does not constitute a waiver for acquiring DRC approval for subsequent plans, drawings, and specifications or other improvements or additions that are similar.
6. The DRC retains the authority to deny any improvement regardless of prior approvals issued for similar improvements.

E. Authority

1. The DRC may adopt, amend, supplement and repeal as necessary the Design Guidelines with Board approval. The Design Guidelines are intended to supplement and interpret the Community Charter and set forth procedures for DRC review and establish standards of development within the Property.
2. The DRC Guidelines shall include, without limitation, provisions regarding the following:
 - a. Size of dwelling units
 - b. Architectural design which conforms to the harmony of design within the community as a whole, with the natural character of the property and with governmental regulations
 - c. Placement of buildings

- d. Landscaping design, in regard to content and conformance with the natural character of the property and governmental regulations
 - e. Exterior color schemes, finishes and materials throughout the property and in harmony with the color schemes of the community as a whole
 - f. Signage
 - g. Perimeter and screen wall design and appearance
3. Approval granted by the DRC shall not replace any building permit or similar approval required by any applicable governmental authority.
 4. The DRC shall not be held liable or responsible for any damage or injury resulting from any such construction, improvement, addition or alteration.
 5. The Association, Board, DRC or individual members of any of these groups shall not be liable to the Association, any Owner or other party for any damage, loss or prejudice suffered or claimed due to the following: approval or disapproval of any plans, drawings or specifications, whether or not defective; the construction or performance of any work, whether or not pursuant to approved plans, drawings, specifications; or the development of any Lot or Parcel.

F. Variances

Variances may be granted at the sole discretion of the DRC if it determines that:

1. A particular restriction would create a substantial hardship or burden on an Owner or Occupant and that such hardship is not attributable to the Owner's or Occupant's acts.
2. A change of circumstances has rendered the particular restriction obsolete.
3. The activity permitted under the requested variance will not have a substantially adverse effect on other Owners and Occupants and is consistent with the high quality of life intended for Rancho Viejo South residents.
4. The request for a variance must be made in writing and be accompanied by adequate supporting documentation. The DRC shall approve or disapprove the request in writing as promptly as possible under the particular circumstances.

G. Appeal to Board

1. In accordance with Chapter 5 of the Community Charter, any Owner or Occupant aggrieved by the decision of the DRC may appeal the decision to the Board in accordance with the procedures established in the Guidelines.
2. Such appeal must be submitted no later than 45 days after the decision of the DRC and must be accompanied by the written decision of the DRC, copies of the application and all items submitted to the DRC, and any other relevant information previously submitted.
3. If a decision made by the DRC is overruled by the Board, the previous decision made by the DRC shall be deemed modified to the extent specified by the Board.
4. A Board overrule appeal does not establish a precedent unless so specified by the Board.

Santa Fe County requirements may override any Association rules.

ARCHITECTURAL STANDARDS FOR CONSTRUCTION, MAINTENANCE AND EXTERIOR APPEARANCE APPLICABLE TO ALL LOTS WITHIN THE RANCHO VIEJO SOUTH PROPERTY BOUNDARIES

A. Compliance with County of Santa Fe Code

1. All buildings and structures erected within Rancho Viejo South Property boundaries which County and Community College District zoning and building code requirements as well as the Community Charter and the Homeowner Handbook.
2. All buildings, developments and structures erected within Rancho Viejo South shall conform to the development standards adopted by Santa Fe County and the Community College District as part of the master planned community known as Rancho Viejo South, and by this reference incorporated herein. Development plans shall be submitted to Rancho Viejo South Community Association for approval.
3. Approval by the DRC is not a substitute for any approvals or reviews required by Santa Fe County or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters. Homeowner is responsible for compliance with building codes and other governmental requirements.
4. It is the Homeowner's responsibility to know where property lines and building backset lines are located.

B. Policy for Development of Estate Lots

(Please refer to the Estate Lot Guidelines)

1. Estate Lots shall not be subdivided. Estate Lots exceeding 0.8 acres may be combined as may be allowed by the DRC. All Lots shall be for single-family developments only.
2. Prior to construction, the Developer Owner shall submit site plans, including Grading/ Drainage and Landscape/Irrigation plans, and Cistern locations to the DRC. One set of plans shall be maintained at the job site for DRC use. Demolished areas/items shall be so noted.
3. Construction activities and improvements shall not interfere with drainage patterns established by the master grading and drainage plan unless prior approval is obtained from the DRC and any applicable governmental authority. Maintenance of on-lot drainage easements is the responsibility of the property owner unless otherwise determined by the Association.
4. Estate lot owners are obligated to follow the guidelines set forth in these Estate Lot Guidelines and the guidelines set forth in the Homeowner Handbook and the Community Charter.
5. Common Areas adversely disturbed due to construction shall be graded, landscaped and irrigated in accordance with the Association Guidelines and plans approved by the DRC no later than 90 days after completion of the approved improvement.
6. No later than 21 days after the completion of the approved Improvement, the Developer Owner shall request the Managing Agent of Rancho Viejo South to coordinate a walk-through inspection. If appropriate, a deficiency list will be made. The Developer Owner shall take corrective action within 14 working days after receiving the list. The same

procedure shall be followed upon landscape completion, weather and site conditions allowing.

7. Demolished items shall be replaced in quantity, kind and size. Replacement location will be designated by the Board of Directors. The Developer Owner, at his or her own risk, may attempt to replant salvaged existing plants in lieu of new planting.
8. Gravel areas shall be replaced to match existing color and size to a depth of at least two (2) inches.
9. Any irrigation systems damages shall be immediately reported to the Association's Managing Agent and repaired/replaced within 24 hours using workmanship and material equal to or better than existing.
10. Changes to Santa Fe County and/or New Mexico Construction Industries Division (CID)-approved drawings shall also require approval by the DRC. The Association's Managing Agent has the authority to stop work on any project where discrepancies or changes have not received prior approval.
11. The Developer Owner may appeal all disputes to the Board of Directors for final resolution. The decision rendered by the Board of Directors shall be final.
12. All site Improvements adjacent to Common Areas shall be recorded as "as built" drawings and shall be submitted to the DRC at the completion of work. Boundaries and easements adjacent to Common Areas shall be certified by a Registered Land Surveyor and included on the drawings.
13. All work, including replanting and site drainage, shall be warranted, in writing, for a period of 90 days from the date of acceptance of work.
14. These requirements shall be permanently attached to all approved plans.

C. Architectural Theme

1. Plans and specifications for all structures, alterations and any additions to all buildings and other Improvements erected within Rancho Viejo South shall be SUBMITTED to the DRC prior to the commencement of construction. Approval to proceed is required from the DRC.
2. If a building design has been approved by the DRC, no changes shall be made to the approved proposal without resubmitting the proposed changes to the DRC for approval from the DRC.
3. When a building design has been approved and the necessary building permit(s) obtained from Santa Fe County and the New Mexico Construction Industries Division, the applicant shall proceed in a timely manner with the commencement and completion of all construction work. For new home construction, work commencement shall occur within 30 days from the date of obtaining a building permit and approval from the DRC. If the applicant fails to comply with the 30-day commencement time, the approval from the DRC may be revoked. The applicant shall complete the new home construction within one year of the date of the building permit. If the construction is not completed, the Association shall have the right to assess the Owner for the cost of completion; the full Association Assessment owed, and shall collect such costs as provided for in the Declaration and the Assessment Collection Policy.

4. Homeowner improvements, modifications, or alterations must be completed within 90 days from the date of DRC approval. Any deviations from the timeframe must be approved by the DRC.

D. Exterior Colors

1. The exterior colors of all buildings and structures shall be approved by the DRC prior to the commencement of construction.
2. Plans and specifications submitted to the DRC shall include samples of the exterior color scheme, including ALL exterior surfaces. Exterior surfaces and colors shall be compatible with the other buildings in the neighborhood.
3. Any repainting requiring a color change or redecorating of exterior surfaces including doors, requires submission of a color scheme to the DRC for approval prior to commencement of painting.
4. Rancho Viejo South has an approved palette of paint colors for the stucco, trim and doors of the various series and models of homes. Any changes in your existing paint color including changes in door color, shall be submitted to the DRC for approval. Please contact the Association office for information on the approved colors.
5. Painting of window trim is not allowed. Window trim must remain a neutral color, such as beige, cream, or other colors that match the house color.

Approved Palette of Colors for Stucco, Trim, Doors, and Roofs

The Association office now has on display color boards showing the Approved Palette of Colors for stucco, trim, doors and roofs of the various series and models of homes for Windmill Ridge. Since the boards are showing schemes using “Devoe” paint colors which are no longer available, a Conversion Chart is below showing the closest color match using “Benjamin Moore” paints.

DEVOE COLOR	BENJAMIN MOORE COLOR
3W13-4 Woodland Oak	1019 Dellwood Sand
3W15-2 Safari Bisque	1024 Tuscan Winds
2W15-3 Basic Khaki	1025 Chocolate Mousse
3W12-4 Light Caramel	1083 Beach House Beige
3W14-3 Frosted Nutmeg	1081 King Arthur’s Court
3W16-2 Sonoma Shade	1037 Muslin
2C21-5 Molten Lead	1602 Gunmetal
2W16-3 Hickory Smoke	983 Smokey Taupe
2W17-4 Chatham Tan	1026 Broken Arrow
2W19-3 Bramble Tan	984 Stone Hearth
2W19-5 Sepia	987 Buckhorn
2W20-4 Oyster Gray	1468 Willow Creek
2W17-3 Smokey Taupe	1018 Shabby Chic
2W19-1 Pepper White	1016 Ionic Column
2W19-4 Clay Pebble	998 Cabot Trail
2W20-3 Gray Stone	1542 Himalayan Trek
2W20-5 Weathered Gatepost	1546 Gargoyle
2W15-4 Urban Putty	992 Ticonderoga Taupe
2W14-4 Barrington Brown	998 Cabot Trail
2W14-1 Whitestone	1450 Hampshire Rocks
2W12-4 Hampstead Brown	1084 Lake Shore Trail
2W9-4 Chantrelle	1013 Taupetone
2W16-2 Stucco Shade	1464 Light Pewter
2W14-5 October Oak	1022 Maple Shadows
2W14-2 Bistro Beige	995 Mocha Cream
2W13-4 Cape Chestnut	1020 Woodacres
2W9-5 Sassafras	1015 Cowboy Boots
2C18-4 Brushed Pewter	1566 Stonybrook
2C16-3 Crushed Pumice	1578 Iced Marble
2C14-5 Cathedral Bell	1636 Providence Blue
2C12-4 Summer Spruce	711 Boca Raton Blue
2C7-5 January Violet	1434 In the Twilight
2C21-4 Russian Gray	1606 Cobblestone
2C16-5 Fiscal Gray	1567 Night Train
2C15-5 Slate Ridge	1637 Blue Spruce
2C13-5 Seahawk	713 Polished Slate
2C9-5 Regalia	1672 Alfresco

Rancho Viejo South has added accent colors to the Approved Color Palette. "Accent" colors are only approved for front doors and wood gates and are for areas less than 25 square feet. The colors are from the "Benjamin Moore color charts:

APPROVED ACCENT COLORS FOR RANCHO VIEJO SOUTH

823 Steel Blue
1432 Freesia
1433 Blue Pearl
1202 Baked Terra Cotta
1203 Warm Sienna
1204 Onondaga Clay
1301 Spanish Red
1302 Sweet Rosy Brown
HC-50 Georgian Brick
HC-61 New London Burgundy

**Note: HC colors are from the "Historic Colors" palette. Other numbers are from the "Classic Colors palette.

The approved colors for other wood trim are included in the standard chart. "Other Wood Trim" refers to lintels, posts and corbels on the house and portals and other structures such as ramadas, gazebos and shade structures. The following are the approved trim colors:

APPROVED TRIM COLORS

983 Smokey Taupe
984 Stone Hearth
995 Mocha Cream
1015 Cowboy Boots
1016 Ionic Column
1018 Shabby Chic
1022 Maple Shadows
1024 Tucson Winds
1025 Chocolate Mousse
1037 Muslin
1083 Beach House Beige
1450 Hampshire Rocks
1464 Light Pewter
1468 Willow Creek
1546 Gargoyle
1567 Night Train
1602 Gunmetal

Neutral stain colors may also be used in the grey, brown and natural wood color palette. Stain colors should be submitted to the DRC for approval. No accent colors are allowed for large areas (more than 25 square feet) without submittal to the DRC. Please remember, any changes in your existing pain/stain colors need to be submitted to the DRC for approval.

E. Building Materials

1. Samples of all exterior building materials shall be submitted to the DRC prior to the commencement of any exterior construction or alteration. Exterior building materials shall be high quality, long-life and low maintenance.
2. Finished building materials shall be applied to all exterior sides of buildings and structures. Colors and textures shall be architecturally integrated with the natural surroundings, buildings and structures in the Rancho Viejo South community.
3. Permitted exterior finishing materials include plastered unit masonry, stucco, adobe, concrete, decorative stone, split or textured block. Use of other materials shall be submitted for approval to the DRC.
4. Aluminum shall not be used as an exterior building material on any single-family home or other residential structure except as noted in Section M regarding awnings, retractable awnings and roll shades.

F. Roofs

1. All roof types, designs, coverings, color and material shall be submitted for approval to the DRC prior to the commencement of construction or alteration.
2. "Built-up" type roof covering material (i.e. rolled roofing) or shingles for patio covers are prohibited.
3. Generally acceptable roof materials for single-family homes shall be concrete or clay tile, pro-panel roofing or flat roof with parapets, and shall be restricted to colors approved by the DRC on an individual basis.
4. Roof heights for single-family homes shall not exceed twenty-four (24) feet.
5. Roof pitch is restricted as follows: 4/12 minimum for tile and pro-panel roofs, 1/4 inch per foot pitch minimum for patio covers.
6. All vent pipe stacks and equipment protruding above the plane of the roof and visible from neighboring property shall be painted and/or screened to match the roof or parapets as approved by the DRC.
7. Heating, ventilating, evaporative cooling and air conditioning units may be installed on a roof provided the unit (s) and all related equipment are fully screened from view from any street abutting the front of the home and from neighboring lots. Screening shall be accomplished by parapet walls or other means that conform architecturally to the structure, and shall be subject to these guidelines and DRC review and approval.
8. Turbine roof vents shall not be installed on any home or other visible structures in Rancho Viejo South.
9. Owners and/or Occupants of townhomes or other person(s) shall not be permitted to access any portion of the roof top of their dwelling or other connected dwellings, or to access any portion of the exterior of the second level for any purpose other than to perform necessary maintenance and repairs.

10. Owners and other persons are not permitted to construct any structure that allows access to the roof of their Dwelling Unit for purposes other than to perform necessary maintenance and repairs.

G. Dwelling Unit Walls

1. All exterior building walls shall be constructed of concrete masonry unit (CMU) block or other masonry units or finishes as approved by the DRC.
2. Accent panels of wood, brick or stone shall be submitted to the DRC for approval.
3. Compatible materials shall be used for all sides of a Dwelling Unit or building.

H. Walls, Fences and Gates

1. The following standards shall apply to all exterior walls within the community.
2. No structure shall be located within a minimum of 5 feet from any property line.
3. Party Walls – Each wall or fence, which is located on or serves as the dividing line between two Lots, Parcels, Common Area, or any combination of these shall constitute a Party Wall. Party Walls shall be constructed of smooth face or split face concrete masonry units and shall be stuccoed or painted with exterior grade paint to match existing adjacent improvements in color and texture as approved by the DRC.
4. Party Walls and fences constructed on any Lot except for Estate Lots, (*please refer to the Estate Lot Guidelines for requirements*), shall be a minimum of four (4) feet high and cannot exceed five (5) feet, six (6) inches, as measured from the highest adjacent grade.
 - a. Walls between areas with eight (8) inches or greater ground elevation differences will require case-by-case approval by the DRC.
 - b. Closely spaced parallel walls shall be reviewed by the DRC on an individual basis.
 - c. Wooden-slat, lath lattice, picket and/or coyote fencing shall not be permitted if visible to the public.
 - d. Split rail fences may be approved on Conservation or Estate lots only.
 - e. Coyote fencing is allowed to hide garbage cans and utilities. Coyote fencing cannot be used as walls, fences or gates, unless it is designed to be contained in a frame. Any use of coyote fencing must be approved by the DRC.
5. Prior to the construction of any wall or fence, plans indicating materials to be used and location of the wall/fence shall be submitted to the DRC for approval. The Builder or Owner shall be solely responsible for verifying property lines and easements.
6. Owners or Occupants shall not alter or modify any Party Wall without first obtaining written consent of the Owner of the other Lot or Parcel adjoining such Party Wall except in the case of repairs. All repairs and maintenance shall be shared equally by the Owners and/or Occupants of the Lot(s) or Parcel(s) except when due to willful misconduct or negligence.
7. In the event of a dispute between Owners or Occupants with respect to the construction, repair or rebuilding of a party wall or party fence, or with respect to the sharing of the costs thereof, such adjoining Owners or Occupants shall submit the dispute to the DRC. The decision shall be binding, subject to the right of appeal to the Board.

8. Any walls or fences installed by the Declarant shall not be removed, altered or painted without the prior written approval of the DRC.
9. Walls and fences visible to the public shall be constructed of smooth face or split face concrete masonry units and shall be stuccoed or painted with exterior grade paint to match existing adjacent improvements in color and texture as approved by the DRC.
10. All visible wrought iron fences or gates shall be black or painted to match the house body color, or as approved by the DRC.
11. Retaining walls shall be limited to 40 inches maximum height except for retaining walls constructed by Builder and:
 - a. Concrete block retaining walls shall be stuccoed and painted to match existing wall materials or constructed of matching existing split-face block with matching flat cap blocks.
 - b. Interlocking block retaining walls shall be of a color approved by the DRC and shall match the existing stone, ground surface, or the house body color.
12. Decorative or raised bed walls shall be limited to a maximum height of 24 inches and shall be stuccoed and painted to match the body of the house or constructed of split-face block or as approved by the DRC.
13. Gates cannot be modified by attaching chicken wire, screening, fabric, plastic or similar material when visible to the public.
14. Coyote fencing will be allowed for gates, as long as coyote fencing is contained within a frame and has been approved by the DRC. Coyote fencing cannot be attached to existing metal gates.
15. A maximum of two gates shall be permitted per lot.
16. Any change in gate style, color, or size requires DRC approval prior to installation.
17. Homeowners are not permitted to install a gate in any wall that leads to designated open spaces of the Property or within a party wall.

I. Lighting

1. Santa Fe County "Night Sky" Ordinance shall apply to all exterior lighting. The requirements of this ordinance may be obtained from the Association office.
2. No outside lighting, other than indirect lighting and house mounted decorative fixtures shall be placed, allowed or maintained on any Lot or Parcel without the DRC's prior written approval. No spotlights shall be placed on the front of any structure.
3. House mounted lighting shall be in decorative fixtures that shield the light source so that it is not directly visible from any adjacent lot or public roadway and shall not contain bulbs with wattage greater than 60 watts total per fixture.
4. Exterior ground mounted lighting shall be indirect. Glare shall not be visible directly toward neighboring properties, streets and/or Common Areas.

5. Lights shall not be mounted higher than 8 feet from the base grade at the footing of the house unless home is a two story structure.
6. Security spotlights shall be allowed if in compliance with the following criteria:
 - a. All spotlights must be installed with a motion-activated sensor and shall not be permitted to shine for more than 60 seconds at a time after each triggering motion on the Lot.
 - b. Spotlights, focused lights or motion-activated lighting shall not be permitted to shine on any portion of the Common Areas or neighboring Lots.
 - c. Fixtures shall not be visible to the public.
 - d. The installation of halogen and mercury vapor/laser lights is prohibited.
7. Walkway, landscape and tree-mounted accent lighting shall be mounted so that light does not shine upward and shall be indirect.
 - a. All wiring shall be shielded from public view.
 - b. Strands of mini-lights or decorative low voltage lights shall be white or clear.

J. Storage Tanks

Storage tanks of any kind shall not be erected, placed or maintained on any Lot with the following exceptions:

1. The use and storage of propane or similar fuel tanks with a capacity of 10 gallons or less used for normal residential use (i.e. grills and fireplaces) is allowed.
2. Fuel tanks associated with the heating of a spa or hot tub shall be permitted so long as the container is appropriately screened so as not to be visible to neighboring Lots or Common Areas in accordance with the Guidelines or is 10 gallons or less in capacity.

K. Landscaping (Includes Side, Front and Back)

1. Any landscape installation, modifications, improvements or additions shall be submitted to the DRC for approval prior to installation.
2. Landscaping shall be consistent with the character of the natural environment surrounding the Property and shall comply with all applicable government regulations.
3. All portions of a residential Lot that are visible to the public and/or neighboring lots must be landscaped with an approved landscape plan within 180 days of closing on the home. Upon closing, homeowners become responsible for lot drainage and for ensuring that soil does not erode onto abutting lots, streets, sidewalks, alleys, or common areas.
4. All bare earth shall be covered with an approved ground cover. Concrete or sand is not an approvable ground cover.
5. DRC approval is not required for replacement of dead plant material installed by the resident owner so long as the replacement plant is the same type of plant and is planted in the same location.
6. Landscaping and/or exterior decorations shall not be erected, constructed or planted at any point along a vehicular right of way, including intersections, if it creates a hazard or blocks the sight of motorists.

7. Changes to naturally-occurring drainage on any Lot are not permitted. Any detrimental changes to drainage on residential Lots will be the Owner's responsibility to cure.
8. Prohibited plants shall not be permitted on any Lot or Common Area. Refer to the Approved Tree/Plant List on the following pages.
9. Artificial flowers, plants, grass, shrubs or trees used in landscaping, that are visible to the public, are prohibited.
10. Lawns of non-native grasses may not exceed 800 square feet per Lot. All plans for irrigated landscaping over 1000 square feet must be submitted to the DRC prior to installation.
11. Owners or occupants are prohibited from adding plants/trees, removing plants/trees, mowing the grass, or performing any other maintenance, in the common areas owned and maintained by the Association. Common Areas also include the streetscapes (area between the sidewalk and curb). Exception: Owners who have been approved to participate in the Adopt-a-Park Program.
12. Changes, additions or other improvements to the Common Areas or the amenities placed within the Common Areas as defined in the Community Charter for the Rancho Viejo South Community Association are not permitted without the express written consent of the Founder during the Development and Sale period and thereafter, the Board of Directors of the Rancho Viejo South Community Association.
13. Homeowners shall not be permitted to utilize any Common Areas adjacent to their lot as an extension of their lot. Any privately-owned property or landscaping that is installed in the Common Area without gaining proper approval as stated in Paragraph 12 is subject to immediate removal by the Association without compensation to the Owner for the property removed.
14. Owners must be approved to participate in the Adopt-a-Park Program. Owners may adopt certain common areas approved by the Landscape Committee. Contact the Association office for more details on this program.
15. Landscaping materials, gravel, dirt, stone, etc. must be stored on homeowner's property. Materials must not be stored in common areas such as the streetscapes. Materials may be stored in the street for no more than 1 week with appropriate flagging and approval from the Association.

APPROVED TREE/PLANT LIST

The following Approved Tree/Plant List, has been adopted by the Rancho Viejo South Community Association and may be updated from time to time.

Rancho Viejo is surrounded by beauty – the earth, the sky, and the landscape. Rancho Viejo’s landscape guidelines were developed to retain this natural beauty.

The landscape guidelines for Rancho Viejo South emphasize using native New Mexico plants.

Our native New Mexican trees, shrubs and wildflowers have proven that they can provide color and beauty on the limited natural rainfall of Santa Fe. Using native and drought tolerant plants reduces the community’s use of water – saving precious water and lowering homeowner association maintenance costs.

Landscape Plants

Specific plants have been approved for use at Rancho Viejo. Plants not on the approved lists can be submitted for review to the Design Review Committee (DRC). The Design Review Committee may make improvements to the plant list yearly. Within walled courtyards and walled rear yards on the residential lots, unlisted plants may be used unless otherwise noted or listed on the Moist Plants or Prohibited Plants lists. Walled areas are defined as enclosed areas with walls a minimum of four feet tall.

Plants on the Prohibited Plants list may not be used at Rancho Viejo.

The Plant Lists

Plants in the visible portions of residential lots are required to be native and drought-tolerant species in order to conserve water. The plant lists are grouped according to general water use characteristics.

- ◆ Dry
- ◆ Moderate
- ◆ Moist
- ◆ Prohibited

These plants may be used in the following areas:

Dry Plants	All areas of Rancho Viejo South
Moderate Plants	Front & side yards of all Series and Estate Lots walled areas (enclosed courtyards & walled rear yards.)
Moist Plants	May be used in public and non-residential lots with approval of the DRC
Prohibited Plants	Not allowed for use at Rancho Viejo

Dry Plants

The criteria for Dry Plants are that, after three years, these plants require only infrequent watering perhaps twice to once a month during the summer. Winter watering is needed only in the driest years.

Dry Plants may be used in the following areas: All areas of Windmill Ridge.

BOTANIC NAME**COMMON NAME****TREES**

Crataegus crus-galli inermis
 Juniperus monosperma
 Pinus edulis

Crus-galli Hawthorne
 One-Seed Juniper
 Pinon Pine

SHRUBS

Amorpha canescens
 Artemisia frigida
 Artemisia ludoviciana
 Artemisia filifolia
 Artemisia tridentata
 Atriplex canescens
 Cacti
 Ceratoides lanata
 Cercocarpus intricatus
 Cercocarpus ledifolius
 Chamaebatia millefolium
 Cowania mexican
 Chrysothamnus nauseous
 Fallugia paradoxa
 Mahonia trifoliata
 Prunus american
 Quercus gambelii
 Rhus trilobata
 Rhus coloradensis
 Yucca glauca
 Yucca baccata
 Rhamnus cathartica

Leadplant
 Fringed Sage
 Prairie Sage
 Sand Sage
 Big-toothed Sage
 Four-winged Saltbush
 (local varieties) (spines and thorns)
 Winterfat
 Littleleaf Mountain Mahogany
 Curl Leaf Mountain Mahogany
 Fernbush
 Cliffrose
 Chamisa
 Apache Plume
 Algerita
 Wild Plum
 Gambel Oak
 Three-leaf Sumac
 Colorado Sumac
 Narrowleaf Yucca *
 Narrowleaf Yucca
 Buckthorn

PERENNIALS & WILDFLOWERS

Aster tanaceifolius
 Aster biglovii
 Baileya multiradiata
 Castilleja integra
 Coreopsis lanceolata
 Coreopsis tinctoria
 Gilia aggregate
 Gutierrezia sarothrae
 Helianthus nuttii
 Hymenozys argentea
 Lepimedium
 Liatris spicata
 Lupinus sparsiflorus
 Mirabilis multiflora
 Monarda mentaefolia
 Oenothera pallida
 Oenothera caespitosa

Tahoka Daisy
 Purple Aster
 Baileya Multiradiata
 Indian Paintbrush
 Lanceleaf Coreopsis
 Plains Coreopsis
 Scarlet Gilia
 Snakeweed
 New Mexico Sunflower
 Perky Sue
 Mounding Peppergrass **
 Spiked Gayfeather
 Arroyo Lupine
 Desert Four O'clock ***
 Beebalm
 Pale Evening Primrose
 White-Tuffed Evening Primrose

Penstemon	(many local varieties)
Petalostemum purpureum	Purple Prairie Clover
Phlox nana	Santa Fe Phlox
Psilostrophe tagetina	Paperflower
Ratibida columnifera	Prairie Coneflower
Ratibida columnifera	Mexican Hat
Santolina chamaecyparissus	Santolina
Sphaeralcea a. lobata	Lobeleaf Globemallo
Sphaeralcea grossulariaefolia	Creeping Globemallow
Verbena bipifinnata	Dakota Verbena
Verbena wrightii	Purple Verbena

- * Use only nursery grown
- ** Available only as seed
- *** Likes shade of pinon/juniper

NATIVE GRASSES

Andropogon scoparium	Little Bluestem
Bouteloua curtipendula	Sideoats Grama
Bouteloua gracilis	Blue Grama
Buchloe dactyloides	Buffalo Grass
Hilaria jamesii	Galleta
Oryzopsis hymenoides	Indian Ricegrass
Stipa comata	Needle-and-Thread

Moderate Plant List

After establishment, Moderate Plants require irrigation approximately once to twice a week during the summer growing season and once a month during the winter months.

The list of moderate plants is not a comprehensive list of moderate water use plants adapted to the Santa Fe locale, but a list deemed to blend with the landscape intent of Rancho Viejo.

Shrubs and perennials listed below are allowed in any areas outside walled courtyards or walled rear yards. Unlisted species or varieties of shrubs and perennials are allowed in any walled areas, unless specifically noted or on the **Moist Plants** or **Prohibited Plants** list.

Moderate water using plants may be used in the following areas:

Front and side yards of all homes and Estate Lot Homes, walled areas (enclosed courtyards and walled rear yards), non-residential lots.

SHADE TREES

Shade trees not listed below are allowed in walled area only, unless taller than thirty feet at Maturity or listed on the **Moist Plants** or **Prohibited Plants** list.

BOTANIC NAME

COMMON NAME

Celtis reticulata	Western Hackberry
Chilopsis linearis	Desert Willow (needs protected/south facing)
Chitalpa tashkentensis	Chitalpa

Fraxinus spp
Forestiera neomexicana
Gleditsia spp
Populus tremuloides
Robina newmexicana

Ash
New Mexico Olive
Honey Locust
Aspen
New Mexico Locust

FLOWERING & FRUIT TREES

Cercis
Crataegus
Malus
Malus
Malus
Prunus
Prunus
Pyrus
Pyrus

Redbud
Hawthorn *
Apple **
Cherry *
Crabapple *
Apricots *
Plums *
Peach *
Pears *

EVERGREEN TREES

Pinus
Picea

Pines ***
Spruce ***

SHRUBS

Shrubs listed below are allowed in any areas outside walled courtyards or walled rear yards. Unlisted species or varieties of shrubs are allowed in any walled areas, unless specifically noted or on the **Moist Plants** or **Prohibited Plants** list.

Amelanchier spp
Aronia spp
Berberis spp
Buddlei spp
Caryopteris x clandonensis
Cotoneaster spp
Euonymous alata
Juniperus spp
Hesperaloe parviflora
Mahonia aquifolium compactum
Pyracantha
Rosa
Spiraea spp
Symphoricarpos spp
Syringa spp
Arctostaphylos spp
Cotinus coggygria
Potentilla fruticosa
Rhus aromatica
Cytisus spp

Serviceberry
Chokecherry
Barberry
Butterfly Bush
Blue Mist Spirea
Cotoneaster ****
Four-winged Euonymous
Juniper *
Red Flowering Yucca
Oregon Grape
Firethorn
Shrub Rose *
Spirea *
Snowberry
Lilac
Manzanita
Smokebush
Potentilla
Gro-Low Sumac
Spanish Broom

* Varieties less than 20 feet tall

- ** Dwarf/semi-dwarf varieties
- *** Varieties less than 15 feet tall
- **** Varieties under 3 feet at maturity

PERENNIALS & WILDFLOWERS

Perennials listed below are allowed in any areas outside walled courtyards or walled rear yards. Unlisted species or varieties of perennials are allowed in walled areas unless specifically noted or on the **Moist Plants** or **Prohibited Plants** list.

Achillea spp	Yarrow
Agastache cana	Giant Hyssop
Agastache pallidiflora	Pale Hyssop
Cerastium tomentosum	Snow-in-Summer
Chrysanthemum maximum	Shasta Daisy
Coreopsis verticillatus	Threadleaf Coreopsis
Echinacea spp	Coneflower
Guara lindheimer	Whirling Butterflies
Hemerocallis "Stella de Oro"	Stella de Oro
Hemerocallis "Black Stella"	Black Eyed Stella
Hesperaloe parviflora	Red Flowering Yucca
Iriodes germanic spp	German Iris
Iriodes siberica spp	Siberian Iris
Iris missourienses	Western Blue Flag
Lavendula	Lavender
Mahonia repens	Creeping Mahonia
Nepeta spp	Catmint
Oenothera missouriensis	Missouri Evening Primrose
Oenothera berlandiera	New Mexico Primrose
Oenothera pallida	Pale Evening Primrose
Penstemon pinifolius	Pineleaf Penstemon
Penstemon strictus	Rocky Mountian Penstemon
Penstemon barbatus	Scarlet Bugler
Perovskia atriplicifolia	Russian Sage
Phlox subulata spp	Creeping Phlox
Prunus besseyi	Creeping western sand cherry
Salvia spp	Salvia
Thymus spp	Thyme
Veronica spp	Speedwell

VINES

Vines listed below are allowed in any areas outside walled courtyards or walled rear yards. Unlisted species or varieties of vines are allowed in walled areas unless specifically noted or on the **Moist Plants** or **Prohibited Plants** list.

Campis radican	Trumpet Vine
Parthenocissus quinquefolia	Virginia Creeper
Parthenocissus tricuspidata	Boston Ivy
Clematis spp	Clematis

Lonicera spp

Honeysuckle

ORNAMENTAL GRASSES

Ornamental Grasses listed below are allowed in any areas outside walled courtyards or walled rear yards. Unlisted species or varieties of grasses are allowed in walled areas unless specifically noted or on the **Moist Plants** or **Prohibited Plants** list.

Festuca spp

Blue Fescue

Helictotrichon sempervirens

Blue Avena Grass

Miscanthus spp

Maiden Grass

Stipa spp

Thread Grass

LAWN GRASSES

Festuca spp

Fescus lawn grasses *

VEGETABLES & HERBS

Any varieties *

* Only in walled areas

Moist Plants List

Moist Plants require frequent watering, 2-5 waterings per week after establishment and require even winter moisture to be healthy. These high water using plants have a very limited use at Rancho Viejo South. Moist Plants may be allowed for use in water harvesting locations, public and nonresidential areas with approval of the Design Review Committee.

Moist Plants may be used in the following areas:
May be used in public and non-residential lots with approval of the DRC.

BOTANIC NAME

COMMON NAME

TREES

Populus deltoids

Cottonwood (seedless) **

Salix matsudana

Navajo Globe Willow

EVERGREEN TREES

Pinus

Pine ***

Picea

Spruce ***

GRASSES

Poa spp

Bluegrass

* Only in walled areas

** Roots may cause issues

*** Species over 15 feet at maturity

Prohibited Plants

These plants, although beautiful, are displacing native plants throughout New Mexico. Their seeds are easily transported by wind, wildlife and humans. Rancho Viejo South is committed to keeping the natural beauty of New Mexico healthy. Part of that commitment is to not use plants that damage our native habitats. The following plants are **NOT** allowed at Rancho Viejo South:

- ◆ Siberian Elms
- ◆ Russian Olive
- ◆ Salt Cedar/Tamarisk
- ◆ Silver Lace Vine
- ◆ Silver Maple
- ◆ China Berry

Landscape changes or modifications require DRC Approval PRIOR to beginning any landscaping projects.

Landscaping within walled areas does not require DRC approval if the following criteria is met:

- Landscaping is consistent with character of the natural environment surrounding the property and shall comply with all applicable government regulations.
- Plants, shrubs, and trees are on the Approved Tree/Plant List.
- Ground cover is gravel, bark, or organic mulch.
- There are no changes to naturally-occurring drainage on lot.
- Lawns of non-native grasses does not exceed 800 square feet and irrigation does not exceed 1000 square feet.
- Landscaping does not interfere with a vehicular right-of-way or creates a hazard or blocks the vision of motorists.

Homeowners are required to submit a "*Landscaping within Walled Areas Submittal Form*" and landscaping must be completed within 90 days of submittal.

L. Basketball Goals

1. Portable basketball goals, if desired, shall be on the inside of the Owners' driveway. If the goal is to be installed on the side of the driveway that is adjacent to the neighbors' yard, written approval from that neighbor is required.
2. Portable goals must be laid on their side when not in use.
3. Permanent goals will not be allowed.
4. Basketball goals shall have nets in place at all times and maintained in good condition.

M. Awnings, Retractable Awnings and Roll Shades

1. All awnings shall be submitted to the DRC for approval prior to installation.
2. Overhead screens, shade covers, awnings and other similar structures shall be constructed of materials and colors that match the main roof or house body color as approved by the DRC. No striped or brightly-colored awnings shall be permitted.
3. The Owner or Occupant accepts the responsibility of maintenance by signing the Awning Maintenance Agreement and agrees to the following:
 - a. Perform regular maintenance to prevent the accumulation of dirt, dust and spider webs.
 - b. Replace faded canvas on window awnings.
 - c. Replace torn and ripped canvas. Repair damaged awning trim.
 - d. All structural frame damage shall be replaced or removed in a timely manner.
 - e. All repair and replacement work shall be completed within 14 working days after notification from the DRC or it's agent

N. Clothes Drying Facilities

All clothes drying facilities shall be located and maintained exclusively within a fenced yard and shall be concealed from the view of any abutting Lot or Common Area.

O. Garages

Garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities. Notwithstanding the above, a single-bay garage situated on a Lot that contains another two-bay garage may be converted to living space with prior approval from the DRC.

P. Driveway Extensions, Parking Pads, and Additional Driveways

1. Driveway extensions, parking pads and additional driveways shall be approved by the DRC prior to installation and will be reviewed on an individual basis with consideration to the dimension and location of the Lot and to any impact on the residence for which it is constructed, and the architectural features of the neighborhood.
2. The width of driveways shall not exceed 20 feet and shall not be increased at the street.
3. Location of parking pads requires DRC approval and must be gravel, concrete or asphalt. Homeowners will be responsible for keeping such gravel contained within the parking pad.

4. Parking pads may not be longer than the existing driveway. Parking pads may be adjacent or near the existing driveway.
5. Decorative overlays and colored concrete require DRC approval prior to installation. Colors and texture samples shall be submitted to the DRC for review.
6. Additional or second driveways are not permitted.

Q. Fire Pits, Kivas and BBQ Pits

1. Construction of fire pits, kivas or BBQ pits shall be submitted to the DRC prior to installation.
2. Exterior fire pits, kivas and BBQ pits shall be located a minimum of 5 feet from adjacent party walls and shall not exceed 10 feet in height.
3. From time to time Santa Fe County may prohibit the use of fires due to drought or other environmental issues. Residents are required to follow County restrictions at all times.
4. All outdoor chimneys must have a spark arrestor.

R. Flagpoles

1. Flagpoles shall not be installed without prior approval of the DRC.
2. Free-standing flagpoles are not permitted for residences.
3. The DRC has specified house-mounted flagpoles as a consent item (does not need to be submitted) if or meets the following criteria:
 - a. Only one flagpole per residence shall be installed
 - b. House-mounted flagpoles cannot exceed 3' in length and flags shall be of reasonable size.
 - c. Only one flag at a time shall be displayed on the flagpole.
 - d. Only the United States of America flag, New Mexico state flag and seasonal/ decorative flags shall be permitted to be displayed to the public. All other flags require approval from the DRC prior to being flown. Any flag that is deemed offensive by the Board of Directors shall be removed.
 - e. Flags shall be maintained in good condition at all times.
 - f. Prayer flags are allowed but are limited to 1 set and 8 feet in width.
4. United States Flag etiquette:
 - a. When the flag is displayed from a staff projecting from a window, balcony or a building, the union should be at the peak of the staff unless the flag is at half-staff.
 - b. The flag should be displayed only between sunrise and sunset. If displayed at night, the flag should be illuminated.
 - c. Flagpoles are not permitted in common areas.

S. Gutters/Downspouts/Cable Wires

1. The DRC has specified gutters and downspouts as a consent item (does not need to be submitted) IF they meet the following criteria:

- a. Gutters shall match the stucco color of the home.
 - b. Downspouts shall match the stucco color of the home.
 - c. All gutters and downspouts must be attached to the home.
2. Outside cables/cords must be painted to match house color/stucco and secured to the home.

T. Portals, Patio Covers and Patio Additions

1. The installation of portals, patio covers and patio additions or similar shade structures require DRC approval prior to installation.
2. The application for approval shall include all architectural plans, site plans, elevation drawings, dimensions and any Santa Fe County and New Mexico Construction Industries Division required permits. It is the Homeowner's responsibility to obtain any applicable permits.
3. All portals, patio covers, and patio additions shall meet or exceed the original standards as designed and installed by the Developer.
4. Portal and patio covers shall match architectural design of the home and shall be painted or sealed in order to prevent weathering.
5. The installation of a screened-in patio or portal requires DRC approval prior to installation.
6. No structures are allowed to be built in the 5 foot backset line. Homeowner is responsible for locating property lines and building backset lines.

U. Storage Sheds, Incidental Structures, Gazebos, Ramadas and Shade Structures

1. Storage sheds, incidental structures, gazebos, ramadas, and shade structures require DRC approval prior to installation.
2. The application shall include all architectural plans, elevation drawings, dimensions, location on the lot, materials and colors. It is the Homeowner's responsibility to obtain any applicable permits.
3. The structure shall not substantially impede adjacent lots views.
4. Roof color and style shall match existing roof of home.
5. Gazebo or ramada roofs, open lattice or viga wood roofs of natural color may also be considered.
6. Shingled roofs are not permitted.
7. Wall color and texture shall match the existing body of home.
8. Storage sheds cannot exceed the height of the wall so as not to be visible to the public or neighboring properties.
9. Solid wall structures shall be located a minimum of 5 feet from any property line.
10. The Owner or Occupant accepts the responsibility of maintenance and must agree to the following:

- a. Repaint any and all wooden features that are faded, washed away, chipped or cracked.
 - b. If the wooden feature was not originally painted, it is to be maintained so as not to appear weathered.
 - c. Replace any damaged or decayed wood.
11. All dog runs, kennels and other fenced in areas related to pet containment shall be maintained in a location not visible to the public or neighboring Lots and must be approved by the DRC prior to installation. Kennels shall not exceed the height of the yard wall. The DRC may require additional screening.

V. Swing Sets, Trampolines and Play Equipment

1. All swing sets, trampolines and play equipment requires DRC approval prior to installation.
2. Wooden sets shall be painted to match the house body color or maintained with a non-colored wood preservative.
3. Swing sets with any portion that is greater than 8 feet in height, not including the canopy and supporting structure, shall not be approved. Platforms shall not be higher than 5 feet from the ground.
4. Swing sets, trampolines and play equipment shall be located 5 feet from adjacent party walls and may require additional landscaping approved by the DRC, to screen from public and neighboring views.
5. All awnings shall be kept in good condition.

W. Window Treatments

1. All exterior window coverings or treatments shall be submitted to the DRC for approval prior to installation.
2. Aluminum material or other reflective material shall not be installed on any window inside or out.
3. Sunscreens shall be permitted pending approval by the DRC. Landscape fabric is not an approved sunscreen.
4. Roller shades shall not be used as exterior window coverings.
5. Exterior window bars are not permitted.
6. Only curtains, drapes, shades, shutters, blinds or other standard window coverings shall be permitted as interior window coverings for windows visible from the street or common areas.
7. Unacceptable interior window coverings for windows visible from the street or common areas include, but are not limited to, blankets, sheets, flags, newspapers, aluminum foil or other non-standard window coverings and will not be permitted.

8. If residents choose to install acceptable interior window coverings on windows visible from the street or common areas, this should be completed within 60 days of closing on the home. However, residents may choose to leave the windows bare.
9. Painting of window trim is not allowed. Window trim must remain a neutral color, such as beige, cream, or other colors that match the house color.

X. Yard Ornaments/Stones/Trellis/Lattice

Decorative yard ornaments visible to the public shall be permitted but must blend with the landscape theme and fall within the following guidelines:

1. Ornaments shall not exceed five (5) feet in height.
2. Placement of yard ornaments/stones must first be approved by the DRC.
3. No more than five (5) ornaments, two of which may be large, shall be permitted per Lot. These items include: decorative trellis, small statues, gazing balls, small wagons or wheels, decorative rocks, metal sculptures, etc.
4. If attached to the home itself, the ornament shall not exceed three by three (3 x 3) feet.
5. Lattice/Trellis are considered yard ornaments and require DRC approval. Maximum height allowed is 5 1/2 feet and maximum length is 10 feet.
6. The use of Lattice/Trellis to correct privacy issues will be addressed by the DRC on a case by case basis, and must be approved before installation.
7. Windowsill boxes cannot be planted with artificial flowers or foliage.

Y. Railroad Ties

Railroad ties are not allowed for use in landscaping, retaining wall or fencing of any kind within Rancho Viejo South Community Association.

The Design Guidelines are not the exclusive basis for the DRC's decisions, and compliance with the Design Guidelines does not guarantee approval.

The DRC has the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations will not be subject to review so long as they are made in good faith and in accordance with required procedures.

ASSOCIATION STANDARDS FOR CONDUCT AND USE

A. Businesses and Rentals

1. Owners shall be permitted to lease their home provided that all leases are in writing and that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents.
 - a. Owners are obligated to cause his/her tenants or Occupants to comply with the Governing Documents, Rules and Regulations and provide tenants with said documents. The Owner shall be responsible and liable for all violations and losses caused by his/her tenants or Occupants, notwithstanding the fact that such tenants or Occupants are also fully liable for any violation of the Governing Documents, Rules and Regulations.
 - b. The Owner shall notify the Association of the commencement and termination of the lease and the names of each tenant or other Person who will occupy the property during the term of the lease.
 - c. No Owner shall be permitted to lease less than his/her entire Lot and no Lot shall be leased for a period less than 180 days.
2. Home offices shall be permitted provided that the operation of the business does not create excess traffic at dwelling (defined as more than one additional vehicle per residence) and is secondary to residential use. No industry, business, trade, occupation, or profession of any kind that requires a zoning license is permitted on any Lot.
3. Signs identifying the business of the home office are not allowed.

B. Maintenance

1. All portions of the House and Lot visible from other Lots or Common Areas must be maintained in a neat and orderly manner.
2. Any items deemed objectionable by the Board of Directors may be removed from the Lot in order to create an orderly appearance. Any costs incurred by the Association for this action shall be billed to the homeowner provided proper written notice was given to homeowner in violation.
3. Driveways shall be maintained in good condition (i.e. removal of oil stains, replacement of concrete when it becomes excessively cracked, etc.).
4. Portals and all wooden features visible to the public or neighboring properties must be painted or sealed on a regular basis in order to prevent the wood from weathering. Any wood that has "grayed" due to weathering shall be replaced.
5. Residents are responsible for the removal of snow, dirt or other debris from the sidewalk adjacent to their property.
6. Outdoor storage of building materials except during construction is prohibited.
7. Temporary structures, including but not limited to, trailers, camping trailers, tents, shacks, porta-potty, or storage sheds are not permitted on any Lot unless it is associated with approved construction and has been approved by the DRC. If approved, any temporary structures must be maintained in a neat manner and in accordance with DRC construction regulations.

8. Community Wide Standards of Maintenance are as follows:
- a. Maintenance of Owner's Unit shall be considered to be in compliance with the Community Wide Standard, if the Unit is kept in the same condition as the surrounding community. Therefore, required maintenance will include, without limitation:
 - i. Painting, staining or sealing any and all wooden portions of the Unit and additional structures erected, installed or maintained on the Lot, including but not limited to fences, lattice, portals, and other wooden structures or aspects that are visible to the public often enough so that there is no cracked or peeling paint on the Unit or other structures on the Lot as viewed from the street. Owners shall be required to repaint any and all wooden portions of the Unit or additional structures on the Lot if the front, back or either side is 25 percent or more faded, washed away, chipped or cracked. If the Unit or additional structures were not originally painted, the exterior is to be maintained so as not to appear weathered;
 - ii. Removal of weeds from all portions of the Lot that are visible to the public or neighboring properties;
 - iii. Removal and/or replacement of dead or dying trees and shrubbery that are within public view in a timely manner;
 - iv. Storing of trash and compost containers out of public view except on collection days;
 - v. Driveways are to be maintained free from potholes, cracks, saplings, weeds and stains;
 - vi. No inoperable vehicles or boats, trailers, recreational vehicles, or other motorized recreational vehicles shall be stored in public view;
 - vii. Use of fertilizers, pesticides and herbicides shall be considered in accordance with the Community-Wide Standard if such use is restricted to those fertilizers, pesticides and herbicides that are currently being used by the Association for the Areas of Common Responsibility.
 - viii. Homeowners shall not use salt and de-icing agents harmful to pavement and concrete in Rancho Viejo South.
 - b. As long as maintenance is performed in accordance with the Community Wide Standard, all structures on an Owner's Lot, including dwellings, detached garages, etc., shall be considered in accordance with the Community-Wide Standard, as long as the plans and specifications are in harmony with the design guidelines of the Community Charter and Rules and have been approved pursuant to the process described therein.

C. Garbage

1. Garbage or trash shall not be placed on any Lot or Parcel except in covered containers.
2. Refuse, rubbish or trash, including but not limited to, junk cars, scrap materials and non-operational vehicles shall not be allowed or maintained on any portion of any Lot or common area.
3. Rubbish, debris and garbage shall not be allowed to accumulate. Each Owner or Occupant shall be responsible for removal of rubbish, debris and garbage not only from his/her Lot or Parcel but also from all public right-of-ways either fronting or siding his/her Lot or Parcel excluding:

- a. Public roadway improvements and
 - b. Those areas specified to be maintained by the Rancho Viejo South Community Association.
4. Trash collection containers should not be visible to the public or neighboring property except on collection day. They must be placed behind a wall or in the garage.
 5. Large item pick up is available once a month. Call the Association office for dates and to place your name on the list if you have large items to be picked up.

D. Parking and Traffic

Refer to the *Vehicle Use and Parking Rules and Regulations Policy*.

1. All applicable Federal, State, and local traffic laws, including traffic control or directional signs, apply on Rancho Viejo streets.
2. All accidents that occur within RVSCA shall be the responsibility of the individuals involved to notify the Santa Fe County Sheriff (non-emergency number at 505-428-3720).
3. Parking of vehicles on sidewalks, landscape, gravel areas, or any other areas on lot that are not designated as parking areas, is prohibited.
4. Parking is prohibited on all cul-de-sacs, including cul-de-sacs that serve as access to estate lots.
5. Parking is prohibited in alleyways, in order to ensure unimpeded access for owners and emergency vehicles.
6. No vehicles shall be parked or unattended in such a manner as to block the passage or ingress/egress of other vehicles to any street or driveway.
7. Storage of inoperable or abandoned vehicles on streets or in driveways is prohibited. An abandoned vehicle is any vehicle that does not have a current license plate tag or is in a state of non-operative condition (i.e. flat tire(s) , no tires, no engine).
8. Commercial vehicles are prohibited from parking on streets or in driveways; Commercial vehicles are defined as:
 - a. Dual wheeled trucks (or dually; prohibited from parking on streets; are allowed to park in driveways only), bus, step van, utility trailer, truck tractor, tow trucks or wrecker, tractor trailer, agricultural, construction or industrial equipment attached, strapped, or affixed to the exterior of vehicle; including, but not limited to, racks (luggage/ski racks do not apply), ladder, pipes or snow plow blades.
 - b. Police cars or other vehicles which are owned by or contain the logo or a county, state, or federal emergency service provider shall not be considered a commercial vehicle under this definition.
9. Recreational vehicles are allowed to park on streets or driveways for up to 48 hours maximum immediately before or after a trip to prepare vehicle for travel purposes and for clean up. Recreational vehicles include but are not limited to: campers, trailers, motor

homes, ATVs, and boats/watercraft vehicles. All recreational vehicles must be stored off site or in the Rancho Viejo RV lots.

- a. Guests with recreational vehicles may park in the community for a period of up to 4 days with prior approval from management.
10. No motorized vehicles are allowed on the Trails or any Open Space areas. This includes but is not limited to, dirt bikes, mini-bikes, motorcycles, all terrain vehicles (ATV's), golf carts, or any motorized toy vehicles for children.
11. After all other means available to the Association have been exhausted; the Association retains the right to remove, at owner's expense, any vehicle found to be in violation of the *Vehicle Use and Parking Rules and Regulations policy*.
12. Service and delivery vehicles are permitted to be parked temporarily in the community for such period of time as is reasonably necessary to provide service or make a delivery to a unit or the common areas.

E. Signage

1. Real-Estate For Sale and Open House, Garage Sale, or For Rent signage are permitted if signage complies with following criteria:
 - a. Garage Sale and Open House Directional Signs, or Garage Sale signs may be placed temporarily in the Common Areas from 6:00 am until 7:00 pm the day of the event and must be removed immediately after the event.
 - b. For Sale, For Rent, or Garage Sale Signs are permitted on any residential Lot and shall be limited to 2 signs per lot.
 - c. Signs must be placed on personal property, and not on other lots or common areas. Common areas include the streetscapes (sidewalk to curb).
 - d. Signs must not exceed 16 x 24 inches and be no higher than 4 feet from top to ground.
 - e. No advertising riders, balloons, flags, or other promotional materials may be attached to the approved signage or structure located on the lot.
 - f. No signs are permitted in windows, doors, or attached to fences without prior approval from the Association.
 - g. Signs must be placed within 10 feet of a driveway or curb (for vacant lots), parallel to the street.
 - h. Signs must display the name of the Broker and/or company name.
 - i. Signs posted or displayed throughout the community and on property must be removed within 2 days after the Sale or Event to which it applies. Signs placed in the streetscape must be located in front of the residence to which the sign applies.
 - j. Any damage to Association landscaping or irrigation systems due to placement of signs in common areas will be repaired by the Association and billed back to the Owner or Occupant responsible for the signs.
 - k. Any sign in violation of the criteria will be removed by the Association's Managing Agent and stored in the Association office for a period of 1 month before disposal.
 - l. The Rancho Viejo South Community Association may also elect to have a sign removed by a third party with the cost to be paid by the owner or exercise any other remedy available through the documents or law for failure to comply with this sign policy.

2. Home Security signs are allowed on owner's lot. A maximum of 2 signs are allowed.
3. Political signs are allowed on owner's lots but should not be posted earlier than 45 days prior to the election day, and must be removed within 2 days following the election.
4. A maximum of 2 identification signs (name and/or address) per residential unit with an area no greater than 72 square inches will be permitted and may be illuminated in accordance with the Architectural Guidelines and Santa Fe County Night Sky Ordinance.
5. The Rancho Viejo address emblems shall not be removed or altered from the Developer's original placement on the house.

F. Animals

1. Animals and/or pets of any kind must not be raised, bred, or kept on any Lot except dogs and cats. Typical household pets will be permitted as long as their numbers and ownership does not create a nuisance and complies with Santa Fe County regulations. Raising, breeding or maintaining animals or pets is not permitted in any common areas.
2. All Pets must be held or kept leashed at all times while in the common areas, open space areas, trails, sidewalks, or any other areas in the community.
3. Pet owners must immediately pick up all waste and litter created by their pets while in the community's common areas, open space areas, trails, sidewalks, or any other areas within Rancho Viejo. Owners should remove dog waste from their yards on a regular basis.
4. Dog owners are responsible for ensuring that their dogs do not bark excessively and are not a nuisance to other Owners or Occupants in the community.
5. Horses, mules, burros, or other animals shall not be ridden within Rancho Viejo.

G. Nuisances

1. Solicitation, including posting flyers or advertisements on mail boxes, and/or door-to-door is not permitted in Rancho Viejo.
2. Noxious or offensive activity that may be an annoyance or nuisance to any Owner or occupant shall not be conducted on any Lot or in any Common Area, willfully or negligently.
3. Without limitation, the following items are prohibited: offensive or foul odors, loud or annoying sounds, discharge of firearms, bright outdoor lights directed toward neighboring Lots, fireworks, mining or drilling operations, and excessive barking of dogs.

H. Snow and Ice Removal

1. Each Owner or Occupant is responsible for the removal of snow and ice from sidewalks or other walkways adjacent to or on the owner's or occupant's unit which are used by other residents or the public within a reasonable time following the occurrence of ice or snow, so there is not a safety hazard.
2. Homeowners must not use salt and de-icing agents that are harmful to pavement and concrete surfaces, especially on common area sidewalks.

I. Water Conservation

1. Each residential Lot is limited to .25 acre foot (approximately 65,000 gallons of water) per year. Enforcement is the responsibility of Santa Fe County Land Use Department and the Santa Fe Water Company.
2. The Association retains the authority to turn off water to hoses or broken sprinklers if unable to contact the Owner or Occupant. The Owner or Occupant shall be responsible for the repairs to the hose or sprinkler immediately after the problem is detected.
3. Domestic or other water wells shall not be drilled or constructed on the Property.
4. Swimming pools (does not include hot tubs, spas, or other similar water features) are not permitted on residential Lots.
5. The following water conservation measures shall apply to all Residential Lots:
 - a. Water saving fixtures including low flush toilets, low flow fixtures, and insulation of water heaters and pipes shall be installed in all homes.
 - b. Evaporative coolers must circulate bleed off water.
 - c. Dishwashers shall use no more than 13 gallons per cycle and shall have a cycle adjustment that allows for reduced water use.
 - d. Washing machines shall use no more than 43 gallons per regular cycle and shall have a cycle adjustment that allows for reduced water use.
 - e. Low water use landscaping techniques applying the principles of xeriscape and drip irrigation shall be utilized wherever possible.
 - f. Drought tolerant and low water use grasses, shrubs and trees shall be watered as needed during first two years after planting. Thereafter, they shall receive only water as needed by each species.
 - g. Lawns of native grasses may not exceed 800 square feet per Lot. All plans for irrigated landscaping over 1000 square feet must be submitted to the DRC prior to installation and conform to Santa Fe County code.
6. Ponds, fountains, waterfalls, and other similar water features are subject to Santa Fe County requirements and DRC approval.

J. Holiday Decorations

1. Holiday decorations may be displayed up to 30 days prior to the Holiday and must be removed within 30 days after the Holiday. This includes lights, wreaths, flags, etc.

One of the benefits of owning property in a planned community is the commitment among residents to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and esthetic appeal of the community.

RANCHO VIEJO SOUTH COMMUNITY ASSOCIATION, INC.
COMPLIANCE ENFORCEMENT POLICY

WHEREAS, The Ranch Viejo South Community Association (“Association”) has authority pursuant to the Community Charter (“Charter”) and Bylaws of the Rancho Viejo South Community Association, Inc. (“Bylaws”) to enforce the provisions set forth in the Charter, Bylaws, Design Guidelines, Associations Rules and Regulations, or any restrictive covenants relating to the various individual Tracts (Tract Declarations) within Rancho Viejo South Community Association, Inc., as may be amended from time to time (Project Documents):

WHEREAS, The Board of Directors of the Association wishes to ensure compliance with the Association’s Declaration, Bylaws, Tract Declarations and Project Documents and to maintain, preserve, enhance, and protect the property values and assets of the Association.

NOW, THEREFORE, IT IS RESOLVED, that the following procedures and practices are established for the enforcement of violations of the use restrictions, architectural control provisions and/or any other sections of the Project Documents for the Association, and for the elimination of violations of such provisions found to exist in, or on about any property within the Association and the same are to be known as the “Violation Enforcement Policy” of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within the community.

The Board is adopting the following Violation Enforcement Policy:

A. Procedure for Handling General Violations

1. **Courtesy Letter.** An Owner/Resident will be first notified of a violation of the Association’s Project Documents in writing and will be informed that if the violation is not cured within fourteen (14) calendar days from the date of the letter, the Owner will be subject to enforcement fines. The Courtesy Letter will be mailed by regular first class mail.
2. **First Notice of Violation.** If after fourteen (14) calendar days of the date of the Courtesy Letter, the violation is determined to still exist, a First Notice of Violation will be sent by regular first class mail. The First Notice will specify the violation and the amount of the enforcement fine being imposed (see Schedule of Enforcement Fines below), and the process to request a hearing before the Board. The Owner will be informed that if the violation is not cured within ten (10) calendar days from the date of the letter, the Owner will be subject to additional fines.
3. **Second Notice of Violation.** If after ten (10) calendar days of the date of the First Notice, the violation still exists and the Owner has not requested a hearing, the Association will send a Second Notice of Violation by first class mail. The Second Notice will specify the violation, the amount of the enforcement fine being imposed, and the process to request a hearing. The Owner will be informed that if the violation is not cured within ten (10) calendar days from the date of the letter, the Owner will be subject to additional enforcement fines.
4. **Notice of Continuing Violation.** If after an additional ten (10) calendar days, the violation still exists and the Owner has not requested a hearing, a Notice of Continuing Violation will be sent by first class mail and by certified mail return receipt requested. The Notice of Continuing Violation will include the details of the violation, the amount of the enforcement fine being imposed, and the process to request a hearing. This enforcement fine will be imposed every thirty (30) calendar days, depending on the violation, as long as the violation continues.
5. **Schedule of Enforcement Fines.** The following is the schedule of enforcement fines that will be imposed for violating the Association’s Project Documents, except for violations of the Design Review Process:

Courtesy Notice	No Fine
First Notice of Violation	\$25.00 for, but not limited to: Trash Cans Parking Weeds Excessive Dog Barking Unleashed Dogs Other Nuisance
Second Notice of Violation	\$50.00 for, but not limited to: Trash Cans Parking Weeds Excessive Dog Barking Unleashed Dogs Other Nuisance
Notice of Continuing Violation	\$100.00 All: This enforcement fine will be imposed every thirty (30) calendar days that the violation exists.

The Board may vary from these standard enforcement fines depending on the nature of the violation and the number of violations (either presently or in the past).

B. Recurring Violations

A “recurring violation” is a type of violation that is cured, but occurs again in the future. (Examples include, but are not limited to: weeds, unauthorized parking of vehicles, trash cans not put away within the required time frame, etc.) If a recurrence of the same violation occurs within six (6) months of the original violation the violation enforcement process will start with the Owner being sent a First Notice of Violation (*see A. Procedure for Handling Violations* above). However, the Association may vary from this procedure depending on the circumstances.

C. Violations of the Design Review Process

1. **Courtesy Letter.** If an Owner fails to receive approval from the Design Review Committee prior to starting exterior structural modifications, the Owner/Resident will be first notified of the violation in a Courtesy Letter. If that violation is not cured within fourteen (14) days with an application form for the work in progress submitted to the Design Review Committee, the Owner will be subject to enforcement fines.
2. **First Notice of Violation.** The violation enforcement process will then continue with the Owner/Resident being sent a First Notice of Violation (*see A. Procedure for Handling Violations* above). However, the Association may vary from this procedure depending on the circumstances. All notices regarding violations of the design review process will be sent by first class mail and by certified mail return receipt requested.
3. **Exterior Unit Improvements/Modifications Started without Approval.** If the exterior unit improvement/modification has been started, but not completed, upon receipt of the Courtesy Letter, the Owner/Resident shall cease and desist all work on the modification, and will be given fourteen (14) calendar days to submit a design review application.
4. **Exterior Unit Improvements/Modifications Completed Without Approval.** If the exterior modification has been completed, the Owner will be given fourteen (14) calendar days to submit a design review application.

5. **Schedule of Enforcement Fines.** The following is the schedule of enforcement fines that will be imposed for violating the Design Review Process.

Courtesy Letter	No Fine
First Notice of Violation	\$50.00
Second Notice of Violation	\$100.00
Notice of Continuing Violation	\$150.00

This enforcement fine will be imposed every thirty (30) calendar days that the violation exists.

D. Impact of Enforcement Fine

Imposition of an enforcement fine does not relieve the Owner of responsibility to correct the violation.

E. Impact of Owner Requesting a Hearing

If an Owner requests a hearing with the Board after receiving a Notice of Violation (*see I. Violation Appeal Process* below) the Board will provide the Owner with the date and time to be heard. Fines will be assessed pending the outcome of the hearing.

F. Other Remedies

At any time, the Board may decide to pursue any other remedy available under law or at equity that is allowed under the Project Documents.

G. Time Frames

The Board reserves the right to extend any grace period based on individual circumstances.

I. Collection of Enforcement Fines

All enforcement fines shall be collected in the same manner as any other assessment or monetary penalty pursuant to the Project Documents.

J. Violation Appeal Process

1. **Right to a Hearing.** Any Owner found by the Association to be in violation of the Declaration or the Rules and Regulations may request a hearing before the Board to offer a defense to or explain extenuating circumstances regarding the imposition of enforcement fines.
2. **Request for Hearing.** The Owner must submit a written request for a hearing, which shall be mailed, e-mailed, or hand delivered to the Association’s Manager within ten (10) calendar days of the date of the First Notice of Violation. The request for hearing should include the following: the Owner’s defense to, or explanation of extenuating circumstances, regarding the violation; and copies of all supporting documents.
3. **Receipt of Request and Date of Hearing.** Within seven (7) calendar days of receiving a request for hearing, the Association’s Manager will notify the Owner in writing or by a telephone call that the request has been received and will inform the Owner of the date and time that the hearing will be held.
4. **Further Enforcement Actions and Enforcement Fines will be Stayed Pending the Hearing.** If a timely request for a hearing is received, further enforcement actions and enforcement fines will be stayed, pending the outcome of the hearing. However, if the Owner/Resident fails to schedule a hearing within twenty-one (21) calendar days of the date of the First Notice of Violation, all appropriate fines will be re-instated.

5. Hearing Procedure:

- a. All hearings will be held before the Association's Board in Executive Session and will be presided over by the President of the Board or by a person designated by the President.
- b. The Board President will introduce all parties and will make a short statement outlining the history of the violation.
- c. The Owner who is appealing will be asked to state the reason that the violation should be overturned and to present any supporting documentation.
- d. Each Board member will have the opportunity to ask the Owner specific questions regarding the appeal.
- e. Upon completion of the questions and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session.
- f. The Board will issue a written decision to the Owner within ten (10) calendar days of the date of the hearing.
- g. All decisions of the Board are final and may not be further appealed.

Policy adopted by the Board of Directors September 27, 2011.

RANCHO VIEJO SOUTH COMMUNITY ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

As provided for in the New Mexico Revised Statutes and in Chapter 12, Section 12.5 and 12.6 of the Community Charter for Windmill Ridge at Rancho Viejo (“Charter”) the following resolution regarding the collection of Assessments has been adopted by the Board of Directors (“Board”) of the Rancho Viejo South Community Association, Inc. (“RVSCA” or “Association”). The RVSCA Board has found a need to establish orderly procedures for the collection of unpaid assessments; and therefore has adopted the following “Assessment Collection Policy” in order to assist and inform homeowners of the procedures that the Association will follow in regards to the collection of delinquent assessments.

1. Policy Objective

- a. The Association through its Board, Managing Agent (management), or legal counsel will pursue the collection of delinquent assessments from an Owner. Should the recovery of delinquent assessments require legal proceedings, those proceedings will be conducted under the direction of the Board and in accordance with the provisions of this Assessment Collection Policy, the Charter and the Bylaws.
- b. At each step of the collection process, the Board will be advised of the known facts and circumstances concerning the delinquent account by management or legal counsel in order to ensure that the appropriate collection efforts are being made.

2. Ownership Interests

The Charter (Chapter 12, Section 12.6(A) and 12.7) states that each Owner agrees to pay assessments to RVSCA upon acceptance of a deed or other conveyance. Unpaid Assessments, interest, late charges, attorney’s fees, court costs and other costs of collection become (1) a lien against the Lot of the delinquent Owner until the balance is paid in full; (2) is the personal obligation of the Owner; and (3) remains a lien against the Lot even if the ownership is transferred.

3. Due Dates

The due date for assessments is determined by the Board. If an assessment is not paid within thirty (30) days after the established due date, the assessment is considered late and a notice fee in the amount of fifteen dollars (\$15.00) will be added to the Owner’s association account. The due date is the first day of each quarter. (January 1st, April 1st, July 1st, and October 1st).

4. Handling Charges and Returned Check Fee

The Association may recover the following costs incurred during the collection of any delinquent assessments. These costs will be considered an assessment, and will be collected in the same manner as an assessment.

- a. Any handling charges, collection costs, administrative fees, postage, attorney’s fees or other expenses incurred by the Association in connection with the collection of any assessment.
- b. Any check tendered to RVSCA for the payment of assessments by an Owner or on behalf of an Owner that is returned by the bank for any reason will result in the addition of a returned check fee of twenty-five dollars (\$25.00) to the Owner’s Association account.
- c. Any late fees and interest accrued from the due date.
- d. Any fee or charge described in this Section (4) will be added to the outstanding amount, and will be collected in the same manner as the delinquent assessment.

5. Application of Funds Received

All moneys received by RVSCA will be applied to the outstanding amount in the following order:

- a. first, to the unpaid assessment amounts;
- b. next, to the late fees, collection costs and attorney's fees incurred by or on behalf of the Association;
- c. last, to interest accrued.

6. Ownership Records

All collection correspondence will be directed to the person who is the Owner, and will be sent to the most recent address of the Owner according to Association records. It is the responsibility of the Owner to update the Association in regards to address changes, ownership changes, or changes in other contact information. Any correspondence directed to the Owner will be considered valid until written notification of changes regarding contact information has been received by the Association.

7. Notification of Owner's Representative

If the interest of an Owner is being handled by a representative of the Owner, or if an Owner has notified the Association that his/her interest is being handled by a representative, any correspondence from the Association will be considered valid for all purposes if directed to that representative.

8. Notification to Owner

- a. **LATE NOTICE.** If payment is not received within thirty (30) after the due date, the account is deemed delinquent and a "Late Notice" will be sent to the Owner. All fees associated with this Late Notice will be charged to the Owner's account.
- b. **PRE-LIEN DEMAND.** If payment is not received within sixty (60) days after the due date, the Association will send a demand letter (referred to as the "Demand Lien Letter") to the Owner requesting immediate payment of all outstanding amounts within thirty (30) days from the date of the letter. The Demand Lien Letter will be sent via regular first class mail and certified mail-return receipt requested. All fees associated with this letter will be charged to the Owner's account.
- c. **NOTICE OF LIEN.** Ninety (90) days after the due date, if an Owner fails to pay the entire outstanding amount given in the Demand Lien Letter by the date specified, the Board will record a "Notice and Claim of Lien" with the Clerk of Santa Fe County, New Mexico. If applicable and approved by the Board, the unpaid indebtedness for the entire year shall be accelerated, and will comprise the amount of Assessments secured by the lien. All fees associated with the Notice and Claim of Lien will be charged to the Owner's account.
- d. **PRE-COURT ACTION LETTER.** A copy of the Notice and Claim of Lien will be sent to the Owner and/or Owner's agent, whichever is applicable, at the same time the lien is recorded with the Clerk of Santa Fe County, New Mexico. In addition a "Court Action Demand Letter" will be sent, informing the Owner that if payment in full of all outstanding assessments and charges is not received within fifteen (15) days, legal action may be filed against the Owner. The Court Action Demand Letter and copies of the Notice of Lien will be sent via regular first class mail and certified mail-return receipt requested. All fees associated with mailing the copies of the Notice and Claim of Lien and the Court Action Demand Letter will be charged to the Owner's account.

9. Collection Options/Litigation

In the event the collection letters as set forth above do not result in payment of assessments by the Owner, the Board acting with input and recommendation from management and legal counsel, will evaluate what course of legal action appears to be in the best interest of the Association for the recovery of unpaid assessments. The legal action(s) that can be initiated include but are not limited to the following: (1) a foreclosure action to foreclose the Association's Assessment Lien; or (2) an action for Personal Judgment against the delinquent Owner. Attorney's fees, court costs and out of pocket expense incurred by the Association in regards to any legal action initiated in order to collect the delinquent Assessments will be charged to the Owner's account and will be considered an unpaid assessment.

10. Verification of Indebtedness

If an Owner requests verification of the indebtedness in writing, the Association, its management or legal counsel, whichever is applicable, will supply verification within fifteen (15) business days from the date of the request.

This Assessment Collection Policy replaces and supersedes all prior resolutions with respect to the collection of assessments by the Board of RVSCA and is effective upon adoption, to remain in force until revoked, modified, or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors of Rancho Viejo South Community Association, Inc. to be effective as of July 1, 2008 and has not been modified, rescinded, or revoked. (Board Approved March 25, 2008.)

RANCHO VIEJO BLOCK PARTY TRAILER

Rancho Viejo offers our block party trailer to our residents for events, parties, etc. There is no fee to rent the trailer. However, a \$250.00 returnable deposit and proof of insurance is required to rent the trailer. To reserve the trailer, call the Association Office at (505) 473-3896.

Below is a list of item you will find in the party trailer:

Picnic Supplies

BBQ Grill
Aluminum Shelter
Folding tables
Folding Chairs
Coolers
Foil pans and hot dog plates
Metal cooking pot
Serving spoons
Tongs, spatulas
Trash Cans/Trash bags
Paper towels/Napkins/Cups
Tablecloths

Play Equipment

Footballs, soccer ball, dodge ball, etc.
Water guns
Volleyball/badminton set
Bocce Ball/Horseshoes
Croquet set
Tent
Helium Tanks for balloons

USEFUL PHONE NUMBERS

Your Association Office

55 Canada del Rancho, Suite B
Santa Fe NM 87508
Phone: (505) 473-3896

Gas/Electric Service

PNM/NM Gas
Santa Fe, NM 87505
(505) 473-3200

Recycling

Center Located in Rancho Viejo/a Van Nu Po Road
Open Fridays & Saturdays only
Summer Hours: 8am-12pm & 1-5pm
Winter Hours: 7am-12pm & 1-4pm

Water Use Info and Restrictions

Santa Fe County Utilities
Santa Fe, NM 87501
(505) 992-9870 (after hours emergency 1-866-885-6623)

Sewer

Ranchland Utilities,
Santa Fe, NM 87508
(505) 428-2256 x2251

Trash

Contact the Association office

US Postal Service

2071 South Pacheco
Santa Fe, NM 87505
(505) 438-1540
Your Zip Code is 87508

Walking Trails

Maps for our trails are available at the Association Office

Storage Lot for Recreation Vehicles

Rancho Viejo offers storage lots for your recreational vehicles. A small monthly fee is charged for the space. Contact the North Association, 505-473-3516, for details and availability.

Below are the regulations that have been created to assist in the management of the Recreational Vehicle Storage Lot:

1. The storage lot is strictly for the use of Rancho Viejo homeowners only.
2. Items that can be stored in the storage lot are limited to vehicles, RV's, trailers, and boats only.
3. Residents are not allowed to utilize more than one space per residence.
4. All vehicles stored in the lot must be functional and maintained in good condition. This is not a storage lot for junk items.
5. Periodic checks by owners are required. This is to check for leaks that may create hazardous conditions. Please help keep the area free from debris.
6. A \$25.00 key deposit is required at time of rental. \$15.00 will be returned to the resident when the key is returned after space has been relinquished.
7. Do not park in someone else's place if someone has parked in yours. Contact the North Association for assistance.
8. A description of the vehicle (s) stored in each assigned space must be on file with the North Association Office. If the vehicle (s) stored does not match the description on file, the vehicle (s) will be subject to removal by the Association.
9. Payment for the space will be billed from the **Rancho Viejo North Community Association** on a separate invoice.

Fees

Large campers and RVs: \$125 per year

Mid-size trailers and campers: \$100 per year

Vehicles and small trailers: \$75 per year

Rancho Viejo South Community Association
55 Canada del Rancho, Suite B
Santa Fe, NM 87508

Office: (505) 473-3896 Fax: (505) 473-7892
Website: www.ranchoviejosouth.org