LOMA ENCANTADA

	Page No
WHAT IS LOMA ENCANTADA	9
LOMA ENCANDATA HOMEOWNERS' ASSOCIATION (LEHOA)	9
LEHOA'S MISSION	. 9
MEMBERSHIP IN LEHOA	. 9
ASSOCIATION MEETINGS AND QUORUM	. 10
LEHOA RECORDS	
AMENDMENTS TO OFFICIAL DOCUMENTS	10
BOARD OF DIRECTORS	10
BOARD DUTIES AND FUNCTIONS	10
COMMITTEES	11
ENFORCEMENT	. 11
VOTING RIGHTS SUSPENSION	. 11
ASSESSMENTS AND FINANCIAL CONCERNS	
ANNITAL ACCECOMENTS (DIJES)	. 11
ANNUAL ASSESSMENTS (DUES)	
LIMIT ON COST OF IMPROVEMENTS ON COMMON PROPERTY	
RESERVE FUNDS	
ASSESSMENT LIENS	
FISCAL YEAR	
INSURANCE ISSUES	
INSURANCE PROVIDED BY LEHOA	12
HOMEOWNER'S DUTY TO INSURE	12
REGULATIONS ON HOMEOWNER'S UNIT	
HOMEOWNER'S PROPERTY	. 13
HOMEOWNER'S OBLIGATION TO MAINTAIN AND REPAIR	
RECONSTRUCTION OF UNIT & NOTIFICATION FOLLOWING LOSS	
LEHOA'S RIGHT TO ENTER UNIT	_
MAINTENANCE OF EXTERIOR SURFACES	
EXTERIOR ATTACHMENTS	
HOMEOWNER'S DRIVEWAY	
GARAGE DOORS	
GARAGE MODIFICATION	. 14

NOISE	14
SECURITY ALARMS	14
TRASH REMOVAL	14
GARAGE AND PUBLIC SALES	14
SALE OF HOMEOWNER'S PROPERTY	15
ARCHITECTURAL STYLES IN LOMA ENCANTADA	
ARCHITECTURAL RESTRICTIONS	15
EXISTING ROOF LINES	15
PORTAL ENCLOSURES	15
EXTERIOR AWNINGS AND GREENHOUSES	15
PATIO WALLS	15
STYLE AND COLOR HARMONY	15
REQUESTS FOR CHANGE	15
GARAGE DOORS AND WOOD TRIM	15
HOMEOWNER'S USE OF COMMON PROPERTY	
USE OF COMMON PROPERTY	15
STRUCTURES	16
MATERIAL STORAGE	16
GARDENING AND LANDSCAPING	16
ROADS, DRIVEWAYS, AND VEHICLES	
ROADWAY MAINTENANCE	16
SPEEDING AND SAFE DRIVING IN LOMA ENCANTADA	16
GENERAL PARKING	16
SECURITY	
LEHOA SECURITY	17
SECURITY LIGHTS	17
SECURITY WHEN HOMEOWNER IS AWAY	17
BURGLAR ALARMS	17

CLUBHOUSE

FACILITY	17
EQUIPMENT	17
RESERVATION REQUIRED	17
HOMEOWNER'S RESPONSIBILITY	17
PRISTINE CONDITION	18
ALLOWABLE ACTIVITIES	18
PAYMENT FOR DAMAGES	18
CLUBHOUSE KEY	18
OTHER RULES AND REGULATIONS	
GIFTS TO LEHOA	18
PETS AND DOMESTIC ANIMALS	18
DOGS AND CATS	18
• LEASH LAW	18
OTHER DOMESTIC ANIMALS	18
SIGNS	18
TENANTS	19
LEHOA CARETAKER	
CARETAKER'S DUTIES	19
HOMEOWNER'S PROPERTY MAINTENANCE	19
EMERGENCY CALLS	19
VACANT UNITS	19
INSPECTION	
HOMEOWNER/CARETAKER CONTRACT	
SUPERVISOR	19
EDITORIAL NOTE	
CITATION CHANGES	20

LOMA ENCANTADA

This Summary is a tool for Homeowners and tenants, but is not necessarily a full representation of the Declaration of Covenants, Articles of Incorporation and Revised Bylaws (the governing documents as amended) of Loma Encantada Homeowners' Association. In any conflict between this Summary and the governing documents, the governing documents as amended shall prevail. It is recommended owners read the governing documents, which are included in this information.

WHAT IS LOMA ENCANTADA?

Loma Encantada is a residential, low density, planned unit development – not a condominium development – within the City of Santa Fe, only a few minutes from the Plaza. It is the creation of Paul F. Rutledge, who developed the land in the late 1970s. Mr. Rutledge's goal was to create a feeling of bucolic living, surrounded by native trees and vegetation.

Loma Encantada consists of 59 single-family residences (Units), plus a Clubhouse and a Caretaker's home, which are located on 29 acres of land. Access to the homes is by private roadways that run through the landscaped Common Property.

The Clubhouse is provided for the enjoyment of all owners and residents of Units in Loma Encantada and their guests.

All Unit owners belong to the Loma Encantada Homeowners' Association (LEHOA), which provides for the maintenance and security of the entire development and for the enforcement of all covenants, bylaws, and regulations. Thanks to Homeowners who volunteer their time by serving on the Board of the Association and/or on its committees, the monthly fees for the operations of the Association are kept moderate.

LOMA ENCANTADA HOMEOWNERS' ASSOCIATION (LEHOA)

The Association is organized for the purpose of promoting and maintaining the common good, welfare and enjoyment of the Members of the Association as residential Unit owners of a planned unit development known as Loma Encantada. (Articles of Incorporation, page 59)

LEHOA'S MISSION

- To uphold LEHOA's unique quality of living in a quiet, natural setting;
- To enhance, conserve, and maintain the Common Property in Loma Encantada, including trees, shrubs and roadways;
- To support the high standards set forth in LEHOA's covenants, bylaws and regulations;
- To promote and maintain the common good, welfare and enjoyment of the Members of LEHOA.

MEMBERSHIP IN LEHOA

All Loma Encantada Homeowners are Members of the Association. Members are entitled to one vote for each residential Unit. When more than one person owns a Unit, their vote shall be exercised as decided by these persons; but no more than one vote may be cast for single Unit. (Articles of Incorporation, page 61)

ASSOCIATION MEETINGS AND QUORUM

The Annual Meeting of LEHOA is conducted at the Clubhouse on the last Saturday in January of each year, with notice provided to Homeowners between 10 and 50 days before the meeting. (Revised Bylaws, page 69) Other meetings may be held from time to time. A quorum is 50 percent of the votes at any meeting attending in person, by proxy or by absentee ballot, except for the election of directors, who are elected by a majority of the total votes cast. (Revised Bylaws, page 70)

LEHOA RECORDS

LEHOA's Bookkeeper maintains the financial records of the Association, such as receipts, disbursements, and related records. LEHOA's Secretary maintains the minutes of the Annual Meetings and Board Meetings, hold harmless forms, and other documents. Such records are open for inspection by any Homeowner. Archives, including blueprints and residential plats from each residence's original construction, are stored in the Clubhouse, along with prior minutes of Annual Meetings and Board meetings, LEHOA newsletters, and directories.

AMENDMENTS TO OFFICIAL DOCUMENTS

The provisions of the Declaration of Covenants and the Revised Bylaws may be amended, modified or terminated with written approval by two thirds (2/3) of the Members. (Declaration, page 51, and Revised Bylaws, page 78)

BOARD OF DIRECTORS

A Board of Directors, consisting of five to seven (5-7) directors, is elected by the Members to carry out the duties and responsibilities set forth in the Declaration of Covenants, Articles of Incorporation, Bylaws and Regulations of LEHOA. Directors must be Homeowners in the Association but only one person from each residential Unit may serve at the same time. Directors serve without remuneration. Directors are elected by a vote of the Homeowners before or at the Annual Meeting in January, and serve one-year or two-year terms in order to ensure continuity in the management of LEHOA. A Director who serves two consecutive terms (four years) may not run for election in the following year. This policy provides new Homeowners with the opportunity to serve on the Board. Officers are elected by the Board at the Annual Meeting. The Board's officers are President, Vice President, Secretary and Treasurer. (Revised Bylaws, pages 71-75)

BOARD DUTIES AND FUNCTIONS (Declaration of Covenants, pages 39-41)

- 1. Manage, control, protect, maintain, repair and replace improvements to the Common Property;
- 2. Promulgate and enforce necessary and reasonable regulations for the use of the Common Property by Homeowners;
- 3. Determine the amount of annual and special assessments to be paid by Homeowners; account for income and disbursements; approve an investment policy for the Capital and Operating Reserve Funds, prepare the annual budget, and supervise the preparation of tax returns:
- 4. Regulate/approve the design and construction of all structural and exterior architectural changes or modifications to Units by Homeowners;

- 5. Obtain insurance policies including fire insurance; coverage against foreseeable injuries and hazards to Common Property improvements; public liability and property damage insurance; worker's compensation; and other insurance policies as necessary;
- 6. Obtain, direct, supervise and pay for necessary persons, services and supplies to perform all functions; and
- 7. Oversee the functions and activities of LEHOA's committees.

COMMITTEES

The Committees overseeing LEHOA functions and activities include Finance, Maintenance, Architectural Styles, Clubhouse, Insurance, Security, and other committees as may be determined by the Board. Homeowners are expected to volunteer to serve on the Board of Directors and/or its committees. They should indicate their interest to Members of the Board, and notify the Nominating Committee when it commences recruitment for the election of Directors to the Board. (Revised Bylaws, page 73)

ENFORCEMENT

LEHOA and any aggrieved Homeowner shall have the right to enforce any and all covenants, conditions and restrictions of the Declaration, Articles of Incorporation, Revised Bylaws and provisions of the LEHOA Regulations by any proceeding at law or in equity. (Declaration, page 50)

VOTING RIGHT SUSPENSION (Declaration, page 42)

LEHOA may suspend the right of a Homeowner to vote in Association meetings for the following reasons:

- Failure to pay any authorized assessment when due, or
- Willful violation of any provision of the Declaration of Covenants or regulations by a Homeowner, member of his/her family, or tenant.

ASSESSMENTS AND FINANCIAL CONCERNS

ANNUAL ASSESSMENTS (DUES)

Not less than thirty (30) days before the Annual Meeting, the Board shall estimate the amount of its costs and operations and new improvements to the Common Property during the following year. Such amount shall be assessed to Homeowners. (Declaration, pages 40, 43) Homeowners shall pay their dues assessment in monthly installments before the fifth day of each month. Checks shall be made out to "LEHOA" and mailed to the U.S. Post Office Box 1782, Santa Fe, NM 87504-1782. Homeowners are encouraged to arrange an automatic bank payment for their monthly dues. Homeowners wishing to pay their dues annually may start with any month. The Treasurer is also authorized to accept a one (1) year, quarterly or semi-annual prepayment of dues. Unit owners are not invoiced for dues assessments unless they are overdue.

SPECIAL ASSESSMENTS

When directed by the Board, and approved if required by the Homeowners, special assessments may be levied upon all Members if annual assessments are inadequate for any reason, or if additional new improvements to Common Property are authorized. (Declaration, page 43)

LIMIT ON COST OF IMPROVEMENTS ON COMMON PROPERTY

No additional improvements to the Common Property may be made by the Association in excess of \$7,500.00 in any one year without the approval of the two-thirds (2/3) of the Members. This limit does not apply to maintenance, replacement of capital items, or ordinary repairs. (Declaration Amendment IV, page 34)

RESERVE FUNDS

LEHOA's funds are allocated to a Capital Reserve Fund and an Operating Reserve Fund. The Capital Reserve Fund provides money to make major repairs or improvements of a capital nature, or replace depreciable assets of LEHOA at the end of their useful life. The Operating Reserve is established to minimize the frequency of adjustments to annual assessments to Homeowners, and is available when actual expenses exceed budgeted amounts. The fund shall be maintained at a minimum level of 40 percent of the average of LEHOA's annual operating expenses for the prior three years. The Board may transfer money from one fund to the other to maintain the minimum amount in this fund. (Revised Bylaws, page 75)

ASSESSMENT LIENS

LEHOA is empowered to levy a special assessment on any Homeowner who is delinquent in payment of assessments or fails or refuses to maintain, repair or restore the exterior surfaces of the Homeowner's Unit, or repair or restore any damages or injuries to Common Property. LEHOA shall assess its costs of maintenance, repairs or restoration including interest for late payment, reasonable attorney's fees, and costs for collection. (Declaration, pages 42-44)

FISCAL YEAR

The Association's fiscal year follows the calendar year.

INSURANCE

INSURANCE PROVIDED BY LEHOA

LEHOA insures its Common Property and Association employees and equipment for fire and liability, and also provides liability insurance for the Board of Directors and its officers, and worker's compensation to the extent necessary or required by law and a security bond. Contracts for insurance are overseen by the LEHOA Insurance Committee, which makes recommendations to the Board for approval.

HOMEOWNER'S DUTY TO INSURE

All Homeowners are responsible for maintaining a policy of full coverage of their Units. Such coverage should include, but not be limited to, losses from events such as fire and lightning, windstorm, explosions, rainstorms, floods, damage from vehicles and aircraft, and smoke. The Homeowner's insurance policy should also include, but is not limited to, replacement of Unit structures, roofs, interior and exterior walls, ceilings, fixtures, improvements and alterations that are part of the building or structure. (Declaration, pages 39-41)

REGULATIONS ON HOMEOWNER'S UNIT

HOMEOWNER'S PROPERTY

Each Loma Encantada Homeowner owns his/her own unit and the land on which it sits. This may include an enclosed courtyard and its shrubbery and trees and/or an outside portal or patio if included in the deed. Land *not* deeded to a Homeowner belongs to LEHOA and is part of the Common Property, which is open to all residents.

HOMEOWNER'S OBLIGATION TO MAINTAIN AND REPAIR

- Homeowners have the responsibility for all maintenance on their own residences and deeded land, and improvements they or prior owners have made to Common Property, if any, outside the Unit's footprint. Each Homeowner shall maintain, repair, and keep clean the exterior surfaces of his or her Unit in order to maintain the good appearance and condition of such Unit. (Declaration, page 48)
- Homeowners are also responsible for causing no damage to the Common Property, including, but not limited to, runoff water from rooftops that results in erosion to the Common Property. (Declaration, page 39)

RECONSTRUCTION OF UNIT & NOTIFICATION FOLLOWING LOSS

In the event that a Unit is partially or totally destroyed by fire or other causes, the Homeowner shall cause the Unit to be restored. If the Homeowner does not comply, LEHOA may reconstruct the Unit and sell it to another person, with reimbursement to the Homeowner for the Lot and any useable improvements on it. The Homeowner shall continue to pay all dues assessments during the reconstruction period. A Homeowner who suffers a loss must notify the Board in order that repairs or replacement can take place within the scope of the Declaration of Covenants. (Declaration, pp. 48-50)

LEHOA'S RIGHT TO ENTER UNIT

LEHOA has the right to enter and work within or upon any Unit to the extent reasonably necessary to exercise its powers, such as restoring the exterior surfaces of a Unit or reconstructing the Unit after a loss, in the event that the Homeowner refuses to do so. (Declaration, page 42)

MAINTENANCE OF EXTERIOR SURFACES

LEHOA has the right to maintain, repair and restore the exterior surfaces of any Unit if the Homeowner refuses to do so. LEHOA can then assess the Homeowner for the costs of such work. (Declaration, page 42)

EXTERIOR ATTACHMENTS

Fixtures or equipment may *not* be attached to the exterior surfaces of a Unit without prior written permission granted by the Board. Radio, TV, and similar antennas are restricted in height to no more than two (2) feet above the highest roof-line of a Unit unless prior written permission is granted by the Board. LEHOA has no authority to prohibit installation of solar panels on rooftops. (NM Statutes Annotated 1978 3-18-32) (Declaration, page 47)

HOMEOWNER'S DRIVEWAY

Even though driveways are on Common Property, all Homeowners have exclusive use of the driveway which serves their Unit. Therefore, Homeowners are responsible for their driveway maintenance.

GARAGE DOORS

For security as well as appearance, a Homeowner's garage door shall be kept closed except for entrance and exit of a vehicle.

GARAGE MODIFICATION

Modification of a garage interior which will eliminate one or more vehicle spaces is prohibited. (Declaration, page 47)

NOISE

No Homeowner shall cause or permit any noise to be made or anything to be done or kept in or on any Unit which is likely to become an annoyance, nuisance or hazard." (Declaration, pages 46-48)

SECURITY ALARMS

Inside alarms that are audible to occupants of neighboring Units may not be installed without the prior written permission of the Association. Inside audible alarms must sound for no more than five (5) minutes after activated, or in accordance with City of Santa Fe regulations (adopted by City 2009). Outside security alarms are prohibited. Security company signs are permitted. (Declaration, p. 48)

TRASH REMOVAL

The City of Santa Fe collects household trash and recycling weekly. Large, wheeled receptacles are provided for this purpose, and may be replaced, if damaged, by contacting the City.

GARAGE AND PUBLIC SALES

Garage and other public sales are prohibited, with the exception of one-time estate sales, which are permitted only when a Homeowner vacates a Unit.

- *Notice:* Prior notice of the sale location and times must be provided to LEHOA residents by the Homeowner involved or by the LEHOA Board. Notice of the estate sale may be provided through regular postal mail or e-mail however, public advertising through newspapers, off-premises road signs, TV, radio, or internet is *not* permitted. Sales by broad general invitation or notice are limited to two days, although one-day sales are preferable. Sales by appointment, limiting the number of persons attending at a time, are permitted to last longer than two days.
- *Location*: All sales shall be conducted *inside* the Unit, not in driveways or on the Common Property. The Selling Agent must have someone available to regulate traffic around the sales site, to avoid congestion or blockage of roads and neighbors' driveways. LEHOA homes may *not* be used as venues for the sale of property other than that of the selling Homeowner.

SALE OF HOMEOWNER'S PROPERTY

Regarding a Homeowner's sale of his or her Unit in Loma Encantada, LEHOA may only provide information about Association dues, the Declaration of Covenants, Articles of Incorporation, Bylaws and regulations. LEHOA is a Planned Unit Development (PUD), *not* a condominium development, and each Homeowner owns the land on which his or her Unit resides. The Realtor is responsible for obtaining any other information from the proper officials.

ARCHITECTURAL STYLES IN LOMA ENCANTADA

ARCHITECTURAL RESTRICTIONS

No Homeowner shall cause or permit any *structural or exterior* modifications to be made to a Unit except in conformity with designs approved by and with the prior written permission of the Association. (Declaration, page 47)

Design restrictions include:

- <u>Existing Roof Lines:</u> No extensions, additions, or modifications may be made to a Unit beyond its existing roof lines.
- **Portal Enclosure:** Written approval by the Board is required to enclose open portals with windows, sliding doors, wood trim and masonry to match the existing architecture of the Unit.
- Exterior Awnings and Greenhouses: Exterior awnings, projecting "garden" windows, and greenhouses are prohibited.
- <u>Patio Walls:</u> Patios and gardens on land deeded to the Unit Homeowner may be enclosed with a wall of the same height and style as those of other Units.
- <u>Style and Color Harmony</u>: All alterations, additions, repairs and reconstruction shall conform to and harmonize with existing structures in Loma Encantada with particular respect to architectural style and details, including materials used, color, and finish. Homeowners shall consult the Architectural Styles Committee for the approved stucco and trim colors.
- **Requests for Changes:** Requests for changes must be submitted to the Board in writing, and no construction shall be undertaken without the written approval of the Board. Requests are evaluated on a case by case basis. (Declaration Amendment I, page 54)

GARAGE DOORS AND WOOD TRIM

LEHOA provides for repainting of the exterior wood trim of all Units in order to maintain a neat appearance and color harmony in Loma Encantada. The Architectural Styles Committee maintains information regarding approved colors, and the Maintenance Committee oversees the painting plan and schedule.

HOMEOWNER'S USE OF COMMON PROPERTY

USE OF COMMON PROPERTY

Of the 29 acres encompassed by Loma Encantada, 24 are deeded to LEHOA. Each Homeowner

shall have a right and easement of common use and enjoyment of the Common Property. Homeowners, members of his or her family, and tenants shall comply with all provisions of the Declaration and regulations. (Declaration, page 49 and Amendment II, page 54)

STRUCTURES

No Homeowner shall place any structure or other improvements on the Common Property without the prior written permission of the Board, and in no case shall such placement interfere with the right of *all* Homeowners to the use and enjoyment of the Common Property.

Any use of the Common Property by a Homeowner is permissive in nature, which permission is subject to revocation upon written notice to the Homeowner by the Board. Use of the Common Property by a Homeowner shall not provide the Homeowner with any basis for claim of legal equitable ownership. (Declaration Amendment II, page 54)

MATERIAL STORAGE

No Homeowner shall cause or permit any obstruction, materials, or equipment on the Common Property without the prior written permission of the Board. (Declaration, page 46)

GARDENING AND LANDSCAPING

A Homeowner's request for use of the Common Property for gardens or landscaping should be addressed to the Board in writing. If approved, the Homeowner is required to sign a disclaimer of ownership. (Declaration, page 47)

ROADWAYS AND PARKING

ROADWAY MAINTENANCE

LEHOA's roadways are private property, *not* city streets. As a result, LEHOA is charged with keeping all neighborhood roadways and driveways in good condition. This duty includes snow removal from roadways and north-facing driveways when snow depth reaches 4 inches.

SPEEDING AND SAFE DRIVING IN LOMA ENCANTADA

All vehicles must be driven at the posted speed limit and in a safe manner.

GENERAL PARKING

- All Homeowners have the exclusive use to the driveway which serves their Unit. Vehicles must be parked in driveways, *not* parked on Common Property or roadways for a long period of time, unless approved by the Board.
- No Homeowner shall cause or permit any truck, mobile home, trailer or similar vehicle to be parked on the Common Property, except while that vehicle is being loaded or unloaded, or parked while services are being performed at the Homeowner's Unit. (Declaration, page 47)

SECURITY

LEHOA Security

Patrols are made at random times during the day and night by the Caretaker. Our roadways are private property, *not* city streets. Therefore, Homeowners should call 911 to report suspicious activities, such as unwelcomed solicitors.

Security Lights

The light on the lamp post nearest your home and the floodlights mounted on many Units are activated by photo-cells or motion detectors. These lights are connected to each Homeowner's electricity meter. Homeowners shall report to the Caretaker about any burned-out bulbs in lamp posts and floodlights for replacement, courtesy of LEHOA.

Security When Homeowner Is Away

Please inform the Caretaker of your plans to travel away from home. Also, make arrangements to have mail and newspapers picked up.

Burglar Alarms

Outside security alarms are prohibited. Inside audible alarms must sound for no more than five (5) minutes after activated, or in accordance with City of Santa Fe regulations. (Adopted by City, 2009) (Declaration, page 48)

CLUBHOUSE

Facility

The Clubhouse consists of a large reception room with a decorative, non-working fireplace at one end and a fully-equipped kitchen at the other. In addition, there are two restrooms, two coat closets, a supply closet, and a large storage room. A back entrance makes deliveries convenient to the kitchen work area. You may use the entire area as well as everything in the kitchen during your reserved time slot.

Equipment

The kitchen is complete with an electric range with oven and four burners, a full-size refrigerator with freezer, dishwasher, sink with disposal, large and small coffee makers, microwave, pots and pans, utensils, and basic staples. In addition, you'll find flatware, china, and glassware to serve about 60, and two commercial-size chafing dishes. There are table linens which must be washed and ironed afterward by the Homeowner. In the main room and storage room are a total of 60 chairs, one large bar table, two smaller buffet tables, and five large round tables that seat six to eight. There is also a DVD player and a television, a vacuum and a broom.

Reservation Required

Homeowners planning to use the Clubhouse must make reservations on the LEHOA website at www.mylehoa.com to reserve the date and time of their event. They can view the calendar on the website to see what is available.

Homeowner's Responsibility

All responsibility rests on the LEHOA Homeowner making the reservation. S/he must be present for her/his event and must restore the Clubhouse to its clean, normal setting. See the Clubhouse Rules. With the permission of the Homeowner, her/his tenant may host an activity; the Homeowner must make the reservation and does not need to be present for the event. Note that any damage to the facility or its contents during use, including the need for carpet cleaning, is the

responsibility of the Homeowner. If additional supplies are needed, the Homeowner should leave a note on the refrigerator door.

All About Cleaning Up

• Homeowners using kitchen equipment are expected to use the cleaning supplies and trash bags provided. • Wash all dishes, glassware and utensils and return to the cabinets and drawers • Alternately, load and unload dishwasher • Clean the sink and counters, mop the kitchen floor • Remove your food and drinks from refrigerator and freezer • Clean the bathrooms • Run the vacuum cleaner over the carpet. • Push chairs back under tables and put away any extra chairs and tables that were brought out • Wash and iron the table linens you used • Empty all wastebaskets and garbage cans into the exterior trash receptacles • In other words, leave the Clubhouse as you would like to find it.

Allowable Activities

Parties, dinners and classes are allowed; meetings for commercial purposes and political events are prohibited. However, informational meetings on civic matters, with all sides represented, may be held.

Payment for Damages

LEHOA's insurance policy has a \$2,500 deductible. Homeowners may be held financially responsible for up to a maximum of this deductible limit, if damage occurs. The Board will determine whether a Homeowner is financially liable, and to what extent, on a case-by-case basis.

Clubhouse Key

A Homeowner may borrow a key to the Clubhouse from the Caretaker. It must be returned within 24 hours after use.

OTHER RULES AND REGULATIONS

GIFTS TO LEHOA

Gifts are accepted for LEHOA based upon approval by the Board of Directors.

Donors are advised that LEHOA is *not* a tax-exempt, 501(c)(3) organization, and thus, donors are advised to consult their personal tax advisor as to how to treat such a donation. The Board reserves the right to accept or decline any gift.

PETS & DOMESTIC ANIMALS

- *Dogs and Cats:* Dogs, cats and similar household pets may be kept within a Unit provided that any such household pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from Loma Encantada upon three (3) days' written notice of demand from the Board. (Declaration, pages 46-47) Homeowners are responsible for cleaning up waste left by their pets on common property.
- *Leash Law:* City ordinance requires that all pets taken outside the home be kept on a leash. No animal may be kept or allowed to run loose on the Common Property.
- *Domestic Animals:* Domestic animals may not be raised, bred, or kept for commercial purposes in or at any Unit. (Declaration, page 47)

SIGNS

No Homeowner shall permit any sign or advertisement to be placed on the exterior surfaces or in the windows of a Unit or on the Common Property near such Unit without the written permission of the Board. Political signs are included in the prohibition. However, a sign may be erected without permission if the sign announces the proposed sale of a Unit. (Declaration, page 46) In addition, security signs are permitted.

TENANTS

A *furnished* Unit may be rented by the Homeowner for one month or more, two times a year; an *unfurnished* Unit may be rented by the Homeowner for six months or longer. Privileges enjoyed by Homeowners are extended to tenants, who must abide by all LEHOA rules and restrictions. Homeowners and their agents must inform their tenants in these matters. Homeowners are accountable for *any* infractions committed by their tenants. Tenants may, from time to time, be asked to serve on LEHOA committees. (Declaration Amendment III, page 55)

LEHOA CARETAKER

Caretaker's Duties

The Caretaker is employed by LEHOA for the maintenance of roads, including snow removal. Other duties involve erosion control projects, maintaining the Clubhouse, replacing bulbs in light fixtures on Common Property, and keeping the Common Property neat and clean. These duties have *first* priority on the Caretaker's time.

Homeowner's Property Maintenance

The Caretaker is *not* responsible for maintenance of a Homeowner's property, except as privately contracted. All repairs and maintenance of individual Units are the responsibility of the Homeowner, including damage to wood trim and corbels, which are painted by LEHOA.

Emergency Calls

The Caretaker will respond to emergency calls (at the Homeowner's expense) whenever possible. If the repair cannot be made by the Caretaker, the Homeowner must contract for outside services.

Vacant Units

Homeowners should notify the Caretaker and chair of the Security Committee whenever a Unit is going to be vacant or occupied by someone other than the Homeowner. The Caretaker will perform services in the vacant Unit at the expense of the Homeowner.

Inspection

The Caretaker is instructed to advise the Board President of outside repairs or modifications that are being done to a Unit.

Homeowner/Caretaker Contract

Homeowners who contract with the Caretaker to perform work that is not the obligation of LEHOA are expected to pay the Caretaker for his time as agreed to between the Homeowner and the Caretaker.

Supervisor

The chair of the Maintenance Committee supervises the activities of the Caretaker.

EDITORIAL NOTE

Please note that historical citations show recording of LEHOA documents with the Santa Fe County Clerk. The earliest documents were recorded by the County and show citations in terms of "Books" and "Page Numbers".

That procedure was changed in 2002 to stop using Books and Page numbers and start recording documents by the term "Instrument Number". As a result, later documents show Instrument Numbers.

All recorded documents can still be seen in the County Building according to their assigned book/page or instrument number.

Revised 11.24.2023