

PRADO VALLEY ONE HOA
Protective Covenants

Santa California City Subdivision Units 14 & 15

1. INTRODUCTION:

Prado Valley Ranch is unique in its scenic beauty, rural character, and natural vegetation. The overall intent of the following is to address architectural designs and site planning to preserve and ensure compatibility with the unique high-country forest and desert environment of Prado Valley Ranch.

The Covenants for Prado Valley One HOA properties are intended to set forth standards by which design ideals fitting a rural residential community that interfaces wildland terrain are followed. It is the intention of these Covenants to provide the owner with the greatest flexibility in personal expression, while maintaining harmony with the inherent quality and beauty of the natural environment.

The Architectural Control Committee strongly recommends that lot owners enlist the services of an architect or qualified designer to design their custom residences. Each lot owner or owner's agent bears the responsibility for the proposed structure's adherence to the Covenants, Conditions, and Restrictions, Exhibit "B" (Design Specifications), and appropriate federal, New Mexico state, and Rio Arriba County regulatory agencies.

2. EXHIBITS AND REFERENCES:

The following referenced documents, exhibits, and The Prado Valley One HOA Protective Covenants can be found at the Prado Valley One HOA website.

- Exhibit "A" Lots Protected by these Covenants.
- Exhibit "B" Design Specifications
- Exhibit "C" Administrative Requirements
- Exhibit "D" Fees, Fines, and Penalties.
- Bylaws of Santa California Subdivision, Units 14 & 15 Architectural Committee and Homeowners Association.

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3. COVENANTS AMENDED OR PRIOR COVENANTS SUPERSEDED:

These Protective Covenants supersede and entirely replace those Protective Covenants Residential executed in 1970, and Protective Residential Covenants executed on July 2, 2014, and shall remain in effect in perpetuity.

These Protective Covenants, hereafter designated "Covenants" are made by the Prado Valley One Homeowners Association, a New Mexico non-profit corporation, hereafter designated "the HOA" for the express purposes of protecting the natural beauty and environment of the residential community of Prado Valley One HOA, in the subdivision of Santa California City, Rio Arriba County, New Mexico.

The provisions, conditions, restrictions, and covenants in this declaration shall be binding upon and benefit the present and future Owners of all property described in Exhibit "A". The provisions, conditions, restrictions, and covenants provide for a general scheme for the development and use of the property described in Exhibit "A".

The following covenants and restrictions shall run with the land.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale and satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all the Covenants hereof.

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3.1. VOTING RULES FOR CHANGES AND APPROVAL TO THE COVENANTS, EXHIBITS, AND BYLAWS:

3.1.1. COVENANTS AND EXHIBITS "A" AND "B":

Dependent on the amount of land a member owns, in matters requiring approval by the membership, property owners in good standing are entitled to the following number of votes:

- * 0 to less than 10 acres has one (1) vote.
- * 10 acres to less than 20 acres has two (2) votes.
- * 20 acres and greater than 20 acres has three (3) votes.

- (Note: Joint Tenants and Tenants in Common are required to vote as a block)

The Covenants may be modified, terminated, or amended at any time by affirmative vote of the owners of record of the majority (51%) of the entire membership owning property represented in Exhibit "A".

Where more than one person owns a lot, or any interest therein, the concurrence of all such owners of that lot shall be necessary to cast a vote.

If a landowner or entity does not return a signed ballot within 45 days of the ballot distribution via USPS mail or email the vote is considered a "Null" vote. A "Null" vote is not counted and is not included in percentage calculations.

3.1.2. EXHIBITS "C" AND "D" AND BYLAWS OF SANTA CALIFORNIA SUBDIVISION, UNITS 14 & 15 ARCHITECTURAL CONTROL COMMITTEE AND HOMEOWNERS' ASSOCIATION:

Exhibits "C" and "D" and Bylaws of Santa California Subdivision, Units 14 & 15 Architectural Control Committee (ACC) and Homeowners Association may be modified or amended at any time by affirmative vote of greater than 65% of HOA Executive Committee and ACC (see following).

- HOA President.
- HOA Vice President.
- HOA Secretary.
- HOA Treasurer.
- Each of the three Architectural Committee Members.

If any one person holds multiple positions above that person is only entitled to one (1) vote.

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3.1.3. VARIANCES:

Variance for any restrictions will be by signed approval of the Architectural Control Committee (ACC).

4. VALIDATION:

If any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any court of competent authority to be invalid, all remaining provisions, conditions, restrictions, and covenants set forth herein shall continue unimpaired and remain in full force and effect.

5. DEFINITIONS:

5.1. BYLAWS:

The bylaws govern how the HOA operates. They describe how to run the HOA as a community service organization.

5.2. CC&RS:

CC&Rs set out the rules of the HOA community. They describe the requirements and limitations of what owners can do with their property. The goal of the CC&Rs is to protect, preserve, and enhance property values in the community.

5.3. COMMERCIAL BUSINESS:

A commercial business is a business with more than one (1) outside employee that is not a person who resides on the property and regularly commutes to and from the property located within the Prado Valley One HOA community. It also includes businesses with customers that are regularly driving within the Prado Valley One HOA community.

Examples include:

• Commercial Welder	• Plumbing Contractor
• Equipment Hauling and/or rental	• Construction
• Sales	• Gas or Oil production
• Farm or Ranch	• Etc.
• Mining	

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5.4. COTTAGE INDUSTRY:

A cottage industry is a small business that is owned and operated by an individual or a family, typically operating out of a home rather than a purpose-built facility. Cottage industries are defined by the small amount of investment that is required to start one.

Examples include:

• General Consulting	• Wood Working
• Weaving	• Soap Making
• Metal Working	• Jewelry Making
• Candle Making	• Etc.
• Freelance Writing	

5.5. MANUFACTURED AND MOBILE HOMES, HEREAFTER DESIGNATE “MANUFACTURED HOME”:

Manufactured homes are built entirely off location and then moved from property to property depending on the homeowner’s travels. Manufactured homes are intentionally designed with a permanently attached wheeled chassis to ensure long-term portability.

Manufactured homes are regulated by the Department of Housing and Urban Development (HUD). The only difference between the mobile and manufactured homes is the date they were built. According to HUD, a factory-built home prior to June 15, 1976, is a mobile home and one built after June 15, 1976, is a manufactured home.

Both manufactured homes and mobile homes have several common traits:

- Usually built in a factory and taken to the property where they are set up.
- May be built on a metal frame instead of a crawlspace or basement.
- Sometimes have tie downs in place of a permanent foundation.

5.6. MODULAR HOME:

A modular home (or prefabricated home) is built in a factory to about 80-90% completion and then trucked over to the building site.

Modular homes have several common traits:

- Often delivered in 2 or more pieces.
- Typically built on a foundation with crawlspaces, basements, or concrete slabs.
- Usually look like traditional “stick-built” homes in both size and features.

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5.7. RECREATIONAL VEHICLE:

Recreational Vehicle (RV) means a vehicle, which is:

- * Built on a single chassis.
- * 400 square feet or less when measured at the largest horizontal projection.
- * Designed to be self-propelled or permanently towable by a light weight truck.
- * Designed primarily not for use as a permanent dwelling, but for temporary use only.

5.8. PLAT:

A "plat" is a plan or a map of a plot of land, especially used in construction site mapping.

5.9. MEMBER OR OWNER IN "GOOD STANDING":

Landowner of lots described in Exhibit "A" is in good standing if that owner is current in HOA dues, fees, and assessments, and does not owe back property taxes on the property described in Exhibit "A".

5.10. RENTAL, LONG-TERM:

Rental period that exceeds 6 months in any year.

5.11. EXTERIOR SURFACE:

Any above ground structure exterior surface.

5.12. UTILITIES:

Utilities include storage and distribution of electricity of following:

• Electricity	• Water
• Sewage	• Fuel oil, Propane, Natural Gas
• Satellite and Ground-Based Communications	• Satellite and Ground-Based Television
• Satellite, Wireless and Ground-Based Internet	• Geothermal Heat
• Passive and Active Solar	• Etc.

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6. DETAILED HOA PROTECTIVE COVENANTS DESIGN SPECIFICATIONS, EXHIBIT "B":

Prior to permit application to applicable New Mexico state and county government regulatory agencies, the construction plans and plats shall be submitted to the HOA ACC for approval.

HOA ACC written approval is required prior to issuance of permits and beginning of construction.

Exhibit "B" defines but is not limited to the following:

- Section 1: Introduction
- Section 2: Design Requirements
 - Section 2.1: Septic / Sewage disposal
 - Section 2.2: Primary Dwelling Size
 - Section 2.3: Site Planning
 - Section 2.4: Topography
 - Section 2.5: Roofing Material
 - Section 2.6: Exterior Materials and Colors
 - Section 2.7: Decks
 - Section 2.8: Lighting
 - Section 2.9: Solar
 - Section 2.10: Utilities
 - Section 2.11: Water Well
 - Section 2.12: Driveway
 - Section 2.13: Tower/Poles
 - Section 2.14: Landscaping
 - Section 2.15: Outbuildings
 - Section 2.16: Fencing
 - Section 2.17: Ornamental Objects

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7. DETAILED HOA ADMINISTRATIVE PROCEDURES, EXHIBIT "C":

Exhibit "C" defines the HOA administrative procedures.

Exhibit "C" defines but is not limited to the following:

- Section 1: Introduction
- Section 2: HOA Board of Directors
- Section 3: HOA Committees
- Section 4: HOA Fees, Fines, and Penalties
- Section 5: Improvements or New Construction Requiring Property Owner Written Submittal for HOA ACC Approval
- Section 6: Submittal Requirements
- Section 7: Right of Waiver
- Section 8: Enforcement

8. FINES AND PENALTIES, EXHIBIT "D":

Exhibit "D" defines fees, fines, and penalties.

Exhibit "D" includes is not limited to the following:

- Section 1: Introduction
- Section 2: Purpose
- Section 3: Health, Safety, and/or Illegal Activities
- Section 4: Prado Valley One HOA Fee and Penalties

9. RULES:

All HOA Protective Covenants shall run with the land and will be enforced by the Prado Valley One HOA ACC.

The HOA established these rules to assure quality development in harmony with neighboring residences and the surrounding natural landscape of the high desert as well as the surrounding areas and commonly known concepts for land planning and design.

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10. LOT SUBDIVISION AND USAGE

No portion of the Property in Exhibit "A" shall be subdivided into less than a ten-acre parcel without the express consent, in writing and signed, from the ACC.

10.1. LOT USAGE:

10.1.1. UNALLOWABLE USAGE:

10.1.1.1. CAMPING:

No Camping on HOA members' property greater than two weeks in any 6 consecutive months. Please notify the HOA in writing prior to arrival. When departing after the camping trip no camping material, debris, waste, or equipment shall be left on the property.

10.1.1.2. TRANSPORTABLE OR MOVEABLE STRUCTURES USED AS TEMPORARY OR PERMANENT RESIDENCE:

No recreational vehicle, trailer, shipping container, mobile home, manufactured home, vehicle, transportable housing, tent, shack, shed, or any temporary structure erected on any residential lot, shall be used at any time as a residence or storage unless specifically approved by the ACC in writing. This rule does not apply to camping described above.

No recreational vehicle, trailer, shipping container, mobile home, manufactured home, or other transportable housing shall be allowed on property for use as a permanent residence, regardless of whether such structure meets any federal or state standards for construction of structure and regardless of whether such structure is affixed to a permanent foundation.

A recreational vehicle will be allowed on the lot for up to 18 months as a temporary residence after all county and state permits have been issued, written permission is provided by the HOA ACC and construction is underway.

10.1.1.3. STORAGE OF COMMERCIAL OR NON COMERCIAL MATERIALS:

Storage of any commercial equipment or materials requires approval of the ACC.

No portion of the property shall be used for storage of unlicensed vehicles and/or non-operable vehicles, hazardous waste, unstowed personal belongings, and/or garbage of any kind.

No drilling for minerals, gravel, or quarry operations of any kind.

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10.1.1.4. OFFENSIVE ACTIVITIES:

There shall NOT be any offensive activities or conditions created or permitted which may become a nuisance or annoyance to the neighborhood. Offensive activities include and are not limited to:

- * Generator noise, loud parties, loud music, continuous barking dogs
- * Smoke, unattended garbage, stench
- * Property littered with trash, junk, vehicles

10.1.1.5. IMPROVEMENTS:

No work on any improvement shall take place prior to written approval of site plans and specifications by the ACC. See following table for examples of improvements:

<ul style="list-style-type: none">Structures	<ul style="list-style-type: none">Foundations or Footings
<ul style="list-style-type: none">Driveways	<ul style="list-style-type: none">Fences
<ul style="list-style-type: none">Septic tanks or Leach Fields	<ul style="list-style-type: none">Easements
<ul style="list-style-type: none">Retaining Walls	<ul style="list-style-type: none">Etc.

10.1.1.6. COMMERCIAL USES:

No residential lot shall be used in whole or in part for any commercial business purpose except for cottage industries.

No home occupation (cottage industry) shall commence or be maintained unless it complies with Rio Arriba County regulations and has the prior written approval of Architecture Control Committee.

- Exception - Such approval is not required when there is no more than one outside employee; and not more than three employees total.

Cottage industry businesses are permitted provided such occupations shall be:

- Incidental and subordinate to the residential use of the lot.
- Executed inside of the buildings on the lot, and do not involve the exterior storage of materials or change the exterior appearance of the lot or its buildings.
- Served by sufficient parking on the lot for normal home occupation activities; and devoid of the use of equipment and processes which violate any rule stated in this document.

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10.1.2. GENERAL REQUIREMENTS:

10.1.2.1. ALLOWABLE STRUCTURES:

All lots listed in Exhibit "A" shall be used only for single family residential purposes which include, but are not to exceed more than one of each of the following:

- HOA ACC approved single family dwelling.
- HOA ACC approved accessory buildings such as a studio or workshop.
- HOA ACC approved guest house (casita).
- HOA ACC approved greenhouse.
- HOA ACC approved storage shed.
- HOA ACC approved stable or small barn on lots in which horses are permitted.

See Exhibit "B" Design Requirements and Exhibit "C," Administrative Requirements for pre-and post-construction plat and design submittals and HOA ACC approval process.

10.1.2.2. CONSTRUCTION PERIOD:

All permanent structures commenced on any lot must be completed within eighteen (18) months from the date construction commences. Prolonged construction must be approved in writing by the ACC.

10.1.2.3. TRASH AND WASTE:

All trash and waste shall be kept in sanitary trash containers and removed frequently as not to create an offensive condition.

10.1.2.4. EXCAVATED MATERIALS:

All excavated materials shall be removed from the Subdivision unless approved, in writing, by the ACC.

10.1.2.5. WATER WAY OR WATER RUN OFF DIVERSION:

Diversion of any natural waterways requires prior approval, in writing, by the ACC.

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10.1.2.6. EASEMENTS:

Easements and right of way are hereby reserved on, over, and under all the lots in said subdivision for all public, quasi-public, or private utility service purposes. **No** building or other temporary or permanent structure shall be erected or maintained on any part of the area wherein reserved as easement and/or right of way.

10.1.2.7. SITE PLAN APPROVAL:

See Exhibit "C," Administrative Requirements for pre-construction plat and design submittals and HOA ACC approval process.

10.1.2.8. FARMING AND AGRICULTURE:

Commercial agriculture is prohibited. Commercial cultivation of recreational and medicinal drugs such as cannabis, is not allowed.

Cultivation of fruit, vegetables, and flower gardens for personal use are allowed.

10.1.2.9. LANDSCAPING:

During construction property owner or owner's agent shall manage and control the following:

- Invasive weed species.
- Soil erosion.
- Fire hazards.

After construction, the property owner or owner's agent is responsible for:

- Returning the disturbed land to a natural state.
- Managing and removal of invasive weed species.
- Managing and controlling soil erosion.
- Wild land fire mitigation that includes:
 - Removal of dead wood.
 - Cutting of tall grass around primary dwelling to create a safe perimeter from wild fires.
 - Grassland fires with winds travel fast and can burn vast areas.

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10.1.2.10. PETS AND LIVESTOCK:

No more than four (4) ordinary household pets commonly housed in a residence shall be permitted, and in **no** event shall such pets be bred or maintained for commercial purposes. Large animals are at the discretion of the ACC, and in all cases must be fenced and maintained in a manner so not to disturb neighbors. Laying hens are allowed. Roosters **are not allowed**. Other domestic or exotic livestock or pets must be approved by the ACC. **No** large animals such as horses are permitted on lots less than 2 (two) acres.

10.1.2.11. VEHICLES:

Personal boats, recreation vehicles, trailers, and similar mobile vehicles, shall be garaged or screened by organic or structural material from view from common areas as much as possible. Nonorganic screens must be approved by the ACC. **No** vehicles may be parked on Subdivision roads and/or easements.

10.1.2.12. OFF-HIGHWAY VEHICLES:

OHVs (ATVs/UTVs/OHMs/Snowmobiles/Motorcycles) owned by members are allowed to access subdivision roads and must adhere to posted speed limits.

No off-road access is allowed.

No 2-stroke engine vehicles are allowed.

Drivers of off-highway vehicles shall be appropriately licensed.

Unauthorized use of off-road vehicles may result in imposed fines and will be reported to local authorities.

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10.1.2.13. VEHICLE AND VEHICLE DRIVERS' REQUIREMENTS:

- All vehicles shall be legally licensed.
- All vehicle drivers shall be legally licensed or have a valid driver's permit.
- Prado Valley One HOA community has a 20-mph speed limit on HOA-maintained roads.
- Unsafe dangerous driving is prohibited.
- Driving under the influence is **not** permitted.
- Any vehicles and drivers of those vehicles shall be insured.

10.1.2.14. RESIDENTIAL RENTAL:

Rentals are allowed pending following provisions:

- **All renters or lessors must obey the CC&Rs and rules.**
- The residence owner is responsible for the conduct of the renters or lessors.
- The property owner is responsible for notifying renters or leasers of all HOA CCRs and Rules prior to occupancy.
- HOA shall be notified when renters or leasers occupy and depart the HOA residence or guesthouse and the duration of rental season or time frame.
- The property owner will be notified by the HOA of any violations of the HOA CCRs and/or rules.
- If property owner does not resolve the HOA violations the property owner may be fined.
- It is highly recommended that renters or lessors obtain renter insurance.
- The property owner is required to have liability insurance on the property.
- The HOA shall be notified of the number of drivers residing at the rented property.
- A minimum of a \$50.00 per month fee will be assessed on rented properties. This includes up to two (2) drivers. For **greater than two drivers** an additional \$25.00 per month per driver will also be assessed. These fees are required to compensate the HOA financially for road maintenance and HOA insurance premium increases.
- All motorized vehicles and trailers must be legally registered and licensed.
- All drivers shall be legally licensed.

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10.1.2.15. GENERAL NUISANCE CLAUSES:

No lot shall be used in any way for the storage or dumping of trash or debris, or for any purpose which may endanger the health of, or unreasonably disturb other lot owners, or which creates or constitutes a nuisance.

No unsightly or offensive objects shall be erected, placed, stored, or permitted to remain on any lot, nor shall any lot be permitted to appear in an unclean or untidy condition.

Construction sites must be maintained in a clean and orderly fashion; litter, trash, and construction debris, if retained on site, shall be stored in temporary covered containers until removal.

All construction debris shall be removed from the site and disposed of in an appropriate manner.

No activity shall be conducted, or equipment or process used, or substance which emits foul or obnoxious odors, or which creates glare, fumes, or electrical interference.

No activity shall be conducted which creates a noise nuisance such as loud parties, barking dogs, and loud music.

10.1.2.16. BILLBOARDS AND SIGNAGE:

The construction and/or maintenance of billboards, poster-boards, and advertising structures of any kind on any part of any lot is prohibited, except that real estate agents and/or the owner of a lot may display one (1) temporary "For Sale" sign or (1) "Open House" sign on any lot. The sum of the length and width of such signs shall not exceed sixty inches (60).

10.1.2.17. CASUALTY:

If any improvement on any lot is destroyed, wholly or in part, by fire or other casualty, the improvement so damaged or destroyed shall be promptly and properly rebuilt or repaired in conformity with the provision of this Declaration; or, in the alternative, all remaining portions of the improvement, including all foundations and all debris, shall be removed from the lot. If the owner of the lot elects to clear the lot, the razing and clearing work shall be completed within one hundred eighty (180) days after the casualty.

10.1.2.18. PROPERTY SUBJECT TO RESTATED DECLARATION:

All residential lots in Unit 14 and Unit 15, in the Santa California City Subdivision in Rio Arriba County, New Mexico, as identified in Exhibit "A" and all lots subject to the 2014 covenants shall be, and hereby are, subject to each provision of this restated declaration.

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IN WITNESS WHEREOF, THESE COVENANTS ARE APPROVED AND RATIFIED BY THE DECLARANTS OF THE
PROPERTY KNOWN AS SANTA CALIFORNIA CITY SUBDIVISION UNIT 14 AND UNIT 15, RIO ARRIBA
COUNTY, NEW MEXICO ON THIS _____ DAY OF _____, 2025

ATTEST: _____ President, Prado Valley One HOA
Michael Stotts

ATTEST: _____ Vice President, Prado Valley One HOA
Sherry Malone

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ day of
_____, 2025.

Before me, the undersigned authority in and for Rio Arriba County and New Mexico State personally
appeared Mike Stotts and Sherry Malone who are known to me and who Sworn to and subscribed
before me this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____