

RECORDING REQUESTED BY:

Board of Directors  
Poco Lomas Neighborhood Council, Inc.  
2647 Poco Lomas Court  
Las Cruces, New Mexico  
88011

WHEN RECORDED, MAIL TO:

Myr Dawson, Treasurer  
Poco Lomas Neighborhood Council, Inc.  
2647 Poco Lomas Court  
Las Cruces, New Mexico  
88011

AMENDMENTS TO BY-LAWS AND DECLARATION OF PROTECTIVE CONVENANTS,  
CONDITIONS AND RESTRICTIONS OF POCO LOMAS ORIGINALLY DATED JUNE 15, 2004.

In accordance with the existing By-Laws and Protective Covenants, Conditions, and Restrictions of Poco Lomas Neighborhood Council, Inc. originally recorded on June 15, 2004, with Doña Ana County and with the authority granted under the Articles of Incorporations filed on January 18, 2005 with the New Mexico Secretary of State Corporations Bureau, the undersigned hereby certify that a copy of each amendment was approved by the majority of voting Members of Poco Lomas and is hereby certified by the President and Secretary of Poco Lomas Neighborhood Council, Inc. as having been duly adopted.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors, of Poco Lomas, has executed this instrument this 2nd day of June, 2021.

Poco Lomas Neighborhood Council, Inc.

by [Signature]  
Matthew Kenney, President

by: [Signature]  
Nathaniel Moore, Secretary

STATE OF NEW MEXICO  
DOÑA ANA COUNTY

Subscribed and sworn to before me this 2nd day of June, 2021, by Matthew Kenney and Nathaniel Moore, consisting of the President and Secretary of the Board of Directors of the Poco Lomas Neighborhood Council, Inc.

Witness my hand and official seal.

My commission expires:



OFFICIAL SEAL  
BILLIE HOOD  
NOTARY PUBLIC - State of New Mexico  
My Commission Expires 7-28-2023

by: [Signature]

**DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF POCO LOMAS**

WHEREAS Parcel One, LLC caused certain real property in Doña Ana County, New Mexico, described as Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into lots as shown on the plats of Poco Lomas, the plat of Phase One having been filed for record in the real property records of Doña Ana County, New Mexico, the 15th day of June, 2004, in Plat Record Book 20, pages 704-705. The plat of Phase Two having been filed for record in the real property records of Doña Ana County, New Mexico, the 21st day of December 2005, in Plat Record Book 21, pages 464-465.

WHEREAS Parcel One, LLC has conveyed all lots to private ownership and established the Poco Lomas Neighborhood Council, Inc. (hereinafter referred to as the "Declarant").

NOW, THEREFORE, the Declarant, the owner of all of the lands included in Poco Lomas as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Subdivision area shall hereafter be subject to all of the following covenants, conditions, and restrictions.

**ARTICLE I**

**PURPOSE OF COVENANTS**

1. General Requirements. It is the intention of the Declarant, expressed by its execution of this instrument, that the lands within Poco Lomas be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that both the beauty of Poco Lomas shall always be protected and preserved insofar as is possible in connection with the uses and structures permitted by

this instrument. It is of primary intent that the privacy and views of each home site in the Subdivision shall be protected insofar as is possible.

## **ARTICLE II**

### **DEFINITIONS**

1. Lot or Lots shall mean and refer to one or more of the 33 individually numbered lots shown on the plats of Poco Lomas.

2. Subdivision shall mean and refer to Phase 1 and 2 of Poco Lomas.

3. Owner(s) shall mean and refer to the owner of a lot or lots in Poco Lomas.

4. Common Areas shall mean and refer to all of the land within the Subdivision with the exception of the Lots. Common Areas include the concrete drainage channel connecting to the Camino Real Middle School ponding area, the “basketball” park, and the “postal” park, all of which exist for the mutual benefit of the Owners of Lots in the Subdivision. Landscaping, and the associated rock weir walls, within the Public Right-of-Way is included as common area for maintenance purposes.

5. Right-of-Way shall mean and refer to both the paved and the unpaved portions of the public street located in the front of each Lot.

6. Committee shall mean and refer to the Design Control Committee (also referred herein as the DCC) of Poco Lomas.

7. Shared Access Easements shall refer to the paved and unpaved portions of the easements that provide driveway access to multiple lots.

8. Council shall mean and refer to the Poco Lomas Neighborhood Council, Inc.

9. The Drainage and Utility Easement shall mean and refer to the 20-foot-wide easement on lots 6, 7, 9, 25, 26, 29, 30, and 33 which are adjacent to the Camino Real Middle School.

## **ARTICLE III**

## THE POCO LOMAS NEIGHBORHOOD COUNCIL

1. Membership in the Poco Lomas Neighborhood Council. All persons or other parties who own or acquire any of the Lots in Poco Lomas, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of the Council in accordance with the Articles of Incorporation and the By-Laws of the Council, and as the same may be duly amended from time to time and filed or recorded in the Doña Ana County records.

2. Membership. The Council shall have one class of membership:

Class A -- Each of the Owners as defined in Paragraph 1 of this Article.

3. Voting rights shall be in accordance with the following:

Class A Member. Class A Members holding an interest in any one Lot shall collectively be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4. Covenant for Maintenance Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Council annual assessments or charges as shall be established at the Annual Council Meeting in accordance with Paragraph 4 of this Article. The assessments levied by the Council upon the Lots shall be used primarily for the purpose of maintaining and repairing the Common Areas and shall include but not be limited to the cost of labor, equipment, materials, City utilities, insurance, property taxes, and supervision necessary for the maintenance tasks. The assessments may also be used for administrative costs (e.g. stamps, checks, banking fees, legal support, website maintenance).

5. Annual Assessments. As provided hereinafter and in the By-Laws of the Council, each Lot shall be subject to an annual assessment of a minimum of \$100.00 and a maximum of \$360.00. The Board of Directors of the Council shall fix the annual assessment within said range as it deems necessary

at its discretion. From and after January 1, 2013, the minimum or maximum annual assessment may be decreased or increased by up to ten percent annually by the assent of a majority of the voting Members who are voting in person or by proxy at a Council Meeting.

## **ARTICLE IV**

### **DESIGN CONTROL**

1. Design Guidelines. Design Controls for Poco Lomas are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the Subdivision. In order to achieve a harmony of design within the Subdivision so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the design of all house demolition and replacement, new houses, walls, wrought iron fencing (used to enclose all, or a portion of, a lot including along common lot or easement lines), and front-yard landscaping, as well as additions and alterations to existing homes, within the Subdivision, shall be detailed on a plan (drawing) subject to design control as defined herein. Front-yard landscaping is defined herein as the landscaping that is readily visible from a public street or common access easement and frequently adjacent to the front door and garage door of a residence. Typically, it is not necessary to open a gate or climb over a yard wall to enter a front-yard.

2. Appointment Duties. The Declarant shall appoint three persons to serve as the Design Control Committee (DCC) for the Subdivision. The Committee shall have the duty and the power by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of the Subdivision and abides by the Design Controls.

3. Approval of Plans by the Design Control Committee. No improvements, limited to those listed above, shall be completed on any lot unless the plans are approved in writing by the Committee prior to the commencement of such work. Plans may be hand drawn or drafted using a computer-aided drafting software, but shall clearly and legibly define the improvements involved. An email or other file

communicating the planned improvements in written detail is also required. In the event that the Committee fails to take any action within fifteen working days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. All submissions, approvals, and/or rejections shall be submitted in writing and dated (email dates are adequate). In the event that the Committee rejects any plans, the Committee is required to state the reason(s) for rejection. Upon resubmittal of plans, the Committee must respond within fifteen working days. Application to City of Las Cruces for a Building Permit, if required, shall not be made prior to approval of plans by the Committee. The Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants. The Committee shall monitor all construction within the Subdivision to help see to it that trash and debris are disposed of properly, dust control and water runoff mitigations are in place, and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall, at the time of its approval of construction exceeding a value of \$20,000, collect a damage deposit of \$1000.00 to be used by the Committee at its sole discretion for cleanup and/or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the Owner of the Lot upon completion of construction, less any sums expended by the Committee for the cleanup and/or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the cleanup and/or repair, the Committee can require an additional damage deposit; or the Council may charge the balance of the cost of the cleanup and/or repair to the Owner of the Lot as a special assessment against the Lot, to be collected in the manner of other assessments as provided in the By-Laws of the Council and by any rules and regulations passed by the Council. The Committee urges each Lot Owner to require contractors working for the Owner to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be available during construction, which shall be located on a Lot—and not in the Common Areas, Shared Access Easements, or Right-of-Way, including sidewalks.

Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, public Right-of-Way; rinsing of concrete trucks anywhere in the Subdivision except on the Lot to which the delivery has been made and in a manner so as not to drain onto another lot; and parking on any Lot without the written permission of the Owner of the Lot.

4. Design Control Committee Not Liable. The Committee shall not be liable for damages to any person(s) or party submitting any plans for approval, or to any Owner(s) of a Lot within Poco Lomas, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans. Any person(s) or party acquiring title to any Lot in Poco Lomas, or any person(s) or party submitting plans to the Committee for approval, by so doing, does agree and covenant that he will not bring any action or suit to recover damages against the Committee, its members as individuals, or its advisors, employees, or agents.

5. Written Record. The Committee shall keep and safeguard for at least four years complete permanent written records of all applications for approval (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this instrument.

## ARTICLE V

### GENERAL RESTRICTIONS

1. Zoning Regulations. No lands within Poco Lomas shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations, validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming use.

2. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of Poco Lomas.



3. Model Home/Office. Notwithstanding other provisions in these Covenants, the Declarant and/or builders of homes in the Subdivision may, at their sole discretion, construct and occupy one or more houses for use as model homes/offices.

4. Signs. With the exception of Subdivision identification signs and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot in Poco Lomas. These restrictions regarding signs shall not apply to model homes/offices. No signs shall be permitted in any common space area within Poco Lomas.

5. No Resubdivision. No Lot described on the recorded Poco Lomas plat shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded Poco Lomas plat, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all weeds and trash from their Lot in Poco Lomas and shall not be allowed to burn weeds, except as allowed by the "Weed Control" standards enforced by the City of Las Cruces. No trash is ever allowed to be burned within Poco Lomas. In the event that weeds or trash accumulates on any Lot, the Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to \$250 per clean-up as a special assessment against the Lot, to be collected in the manner of other assessments as provided in the By-Laws of the Council and by any rules and regulations passed by the Council. If said charge is not paid within thirty days, the Committee has the authority to file a lien against any Lot that has failed to pay said charge.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the Subdivision, nor shall anything be permitted which shall constitute a public nuisance thereon.

8. Hunting. There shall be no hunting of any animals within the boundaries of Poco Lomas, nor shall there be the discharge of any firearms.

9. On-Street Parking. The combined area of the garage(s) and driveway of each house in the Subdivision shall be sufficient to accommodate at least four motor vehicles. There shall be no parking of any motor vehicle, trailer, or the like, nor shall any motor vehicle, trailer, or the like ever be parked in the Common Areas. Parking in the Public Right-of-Way is allowed on the side of the street that is not posted "No Parking", adjacent to the curb around the cul-de-sacs of Poco Lomas Court and Escuela Court, and in accordance with the "Parking Standards" enforced by the City of Las Cruces. The purpose of this provision is to try to ensure safe and convenient passage of motor vehicle traffic and pedestrians on the Public Right-of-Way.

10. Animals. The keeping of no more than three ordinary household pets shall be permitted in the Subdivision. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Council may enforce this provision by whatever means may be legally available to it.

11. Easements Reserved. The Declarant hereby reserves to itself and to other applicable parties and its successors in interest perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits. The Declarant may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the Poco Lomas plat to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat and these Covenants. No trees shall be planted in the 12' utility easement.

12. Shared Walls and Fencing.

Any alteration to an existing side wall shall be paid for solely by the Lot Owner(s) who wants the alteration, and any alteration must be approved by the Committee. Any addition of wrought iron fencing shall be paid for solely by the Lot Owner who wants the addition, unless otherwise arranged and agreed to by adjacent lot owners. Any required maintenance of walls or wrought iron fencing constructed on property lines shall be paid one half by each adjoining lot owner.

13. Shared Access Easements. These easements where shown on the plat of Poco Lomas are to provide pedestrian and vehicle access, and utility easements to the lots upon which they are located (accessed lots). Maintenance of the driveway and curbs shall be the joint responsibility of all accessed lots. The maintenance of walls, landscaping and individual utility services shall be the responsibility of each lot owner. Failure of lot owners to maintain individual responsibilities or cooperate on common access lot responsibilities may be taken to the Board of Directors of the Council. The Council may at its discretion, after giving the Owners 30 days written notice, have the maintenance performed and charge the lot owners a special assessment against the property to cover costs. If said charge is not paid within thirty days, the Committee has the authority to file a lien against any Lot that has failed to pay said charge.

14. Drainage and Utility Easements. These easements where shown on the plat of Poco Lomas are to provide for City of Las Cruces utility access and drainage connection to the lots upon which they are located. Maintenance of the easement, including the drainage swales and earthen weirs, shall be the responsibility of the homeowner of the affected lots. Failure of lot owners to maintain individual responsibilities or cooperate on Drainage and Utility Easement responsibilities may be taken to the Board of Directors of the Council. The Council may at its discretion, after giving the Owners 30 days written notice, have the maintenance performed and charge the lot owners a special assessment against the

property to cover costs. If said charge is not paid within thirty days, the Committee has the authority to file a lien against any Lot that has failed to pay said charge.

The Drainage and Utility easement may be landscaped as long as the drainage structures are maintained in working order. Trees may only be planted in the Drainage and Utility Easement if the lot owner obtains written permission to do so from the City of Las Cruces. A landscaping plan, including any permission letter from the City for trees, shall be reviewed and approved by the DCC prior to installation of materials.

## **ARTICLE VI**

### **RESTRICTIONS ON RESIDENTIAL LOTS**

1. Number of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential Lot other than one single-family dwelling house with attached or detached garage. Free standing tool sheds are allowed in the back-yard of a lot.

2. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, or the Public Right-of-Way; except for a period of up to twenty-four hours for loading or unloading. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition, personal-type vehicles, including cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored in the Common Areas. As noted on the Plat there shall be no parking at any time on shared access driveways.

## **ARTICLE VII**

### **ENFORCEMENT**

1. Enforcement Actions. The Declarant, Council or Committee shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Poco Lomas. In addition, each Owner of a Lot within Poco Lomas, as well as the Council, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the person(s) or entity bringing such successful action.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

1. Covenants to Run. All of the Covenants contained in this instrument shall be a burden on the title to all of the lands in Poco Lomas, and the benefits thereof shall inure to all Lot Owners in Poco Lomas, and the benefits and burdens of all said Covenants shall run with the title to all of the lands in Poco Lomas.

2. Termination of Covenants. The Covenants contained in this instrument shall remain in full force and effect for thirty (30) years after the date of execution of this instrument and shall thereafter automatically be renewed for successive ten (10) year periods without limitation. These Covenants may be amended by a majority of the votes cast by the attending members of the Council at the annual or special meetings thereof, said vote to be cast at any meeting of the members duly held in accordance with the Articles of Incorporation and the By-Laws of the Council, provided a properly certified copy of the amendment be placed on record in Doña Ana County upon adoption.

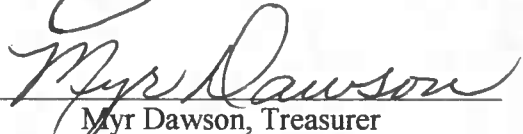
3. Severability. Should any part or parts of these Covenants or the Design Controls attached hereto be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Covenants.

4. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

IN WITNESS WHEREOF, the Board of Directors, of Poco Lomas, has executed this instrument this 2<sup>nd</sup> day of June, 2021.

Poco Lomas Neighborhood Council, Inc.

by   
Matthew Kenney, President

by:   
Myr Dawson, Treasurer

by:   
Nathaniel Moore, Secretary

STATE OF NEW MEXICO  
DOÑA ANA COUNTY

Subscribed and sworn to before me this 2<sup>nd</sup> day of August, 2021, by

Matthew Kenney, Nathaniel Moore, and Myr Dawson, consisting of the Board of Directors of the Poco Lomas Neighborhood Council, Inc.

Witness my hand and official seal.



OFFICIAL SEAL  
SOPHIA ROMERO  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 08-05-24

My commission expires: 08-05-24

by: Sophia Romero  
Notary Public

## **DESIGN CONTROLS FOR**

### **POCO LOMAS**

#### **ARTICLE I**

##### **STATEMENT OF INTENT**

The goal of these Design Controls is to achieve a harmony of design within the Subdivision so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, all house demolition and replacement, new houses, walls, wrought iron fencing, and front-yard landscaping, as well as alterations or additions thereto, within the Subdivision shall be designed and built as approved by the Committee, which approval shall not be unreasonably withheld.

#### **ARTICLE II**

##### **DESIGN REVIEW**

No construction of a house demolition and replacement, new house, walls, wrought iron fencing as described previously, or landscaping on any Lot in the Subdivision, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of Poco Lomas. Lot Owners should note that, although this process of approval requires only one submittal of one complete set of plans, it is advisable and recommended that a preliminary design conference be held with a representative of the Committee so that the party submitting plans can get an initial reaction to the proposed design prior to going to the effort and/or expense of creating a complete set of plans. At the preliminary review stage, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations, the floor plan, and site plan.

Drawings submitted for final review shall be in the form of one complete set and include the level of detail required for communicating the improvements, plus details relating to texture and color



of all exterior surfaces, and a site plan drawing showing the proposed improvements and how they relate to property lines and any existing conditions that may be impacted. Site plans commonly include site contours, structures including houses, retaining and garden walls, driveways and walks. A landscape plan, when required, shall be included showing details of plant materials (with indication of type and size), rocks, boulders, ponds, fountains, ground cover, paths, decks, patios, swimming pool, spa, driveway, walls, fences, exterior lighting, and any other relevant features that may be applicable. The landscape plan may be submitted separately for approval prior to construction of landscape elements.

Neither the Declarant nor the Committee seeks to restrict individual preferences but does want to avoid harsh contrasts within the Subdivision and to encourage careful design so that there is harmony between buildings and their sites, and among buildings themselves. To this end, the Declarant has established a general design theme for the Subdivision that can best be described as traditional Southwest featuring such exterior elements as rounded corners, stepped walls, interior courtyards and patios, carved wood entry doors, canales, thick walls, deep set windows, in general a sculptural look. Stucco colors for all homes in Poco Lomas shall be those colors originally designed and approved with the initial construction of the subdivision, the sto ® Color Southwest palate, or DCC approved equal. Examples of styles and features that will not be approved include extreme styles, styles common to other regions, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or black in tone. All houses in the Subdivision must adhere to this general design theme.

### ARTICLE III

#### FITTING THE SITE

On each Lot, the area on which a house can be built (the building pad) was constructed during the course of the building of the Subdivision. Pad elevations have been carefully set to fit the site

conditions and slope and to maximize view and openness. Pad elevation changes exceeding 6” must be approved by the DCC.

#### ARTICLE IV

#### BUILDING DESIGN

1. Setbacks. The setbacks for each Lot within the Subdivision shall be as required by the City of Las Cruces Zoning ordinances or other governmental regulations, as modified by the approved Planned Unit Development.

2. Height. Houses on Lot 1, 2, 6 through 13, 16, 17, 20, 21, 23 and 25 through 33 shall be limited to one story with the maximum height, as measured from the finished floor slab, being fourteen feet for approximately 70 percent of the roof area and 18 feet for approximately 30 percent of the roof area. Houses on Lots 3, 4, 5, 14, 15, 18, 19, 22, and 24 shall be limited to two stories, and may have flat or sloping roofs with the maximum height, as measured from the finished floor slab, being twenty-six feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the Subdivision infrastructure. For the purpose of measuring maximum height, a roof will be measured to the top of parapets for flat roof and to the ridge for sloping roofs. Flues and chimneys shall not be permitted to extend more than two feet above the maximum height.

3. Parapets. Parapets must extend a minimum of one foot above any point of the roof.

4. Cooling and/or Heating Units. No cooling and/or heating unit(s) shall be permitted on the rooftop of a house within the Subdivision unless fully screened from view with material that matches the house and is approved by the Committee.

5. Period of Construction. Any alterations or additions to an existing house on any Lot within the Subdivision shall be entirely completed within six months after commencement of construction, unless otherwise approved by the DCC.

6. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996, the Committee cannot unreasonably delay, prevent, or increase the cost of a Lot Owner's ability to receive video programming signals. However, since the Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the Subdivision: none of the aforementioned equipment shall be installed where it is visible from the front of any house; no equipment will be installed with exposed cables on the exterior wall of the house; no satellite dish more than one meter in diameter shall be installed anywhere in the Subdivision; all houses shall be equipped with conduit for the purpose of directing the installation of a satellite dish or an antenna to the least obtrusive—yet still effective—location on the roof of a house; this being the preferred location for such installation in the view of the Committee. Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the Subdivision.

7. Outbuildings and Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or permanent or nonpermanent outbuildings shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Committee. No building shall be occupied in any manner prior to its completion. Free-standing tool sheds installed in a backyard are excluded from this provision.

8. Exterior Lighting. Exterior light fixtures shall be installed in a manner that does not negatively impact other homes in Poco Lomas. Yard lights mounted higher than 10 feet above the pad elevation are allowed only with Committee approval. It shall be the responsibility of the Owner of each Lot to maintain said fixture. Use of other than white or pale white exterior light bulbs shall be allowed only with specific approval of the Committee. Decorative lighting that is no longer in use and is visible from the street (i.e. within the front yard landscaping) shall be taken down and stored inside.

9. Utilities. All secondary utility extensions (from trunk lines to individual structures) must be underground.

10. Driveways. All driveways in the Subdivision shall be asphalt, concrete, stone or brick pavers (colors are to be approved). Colored concrete may be used in a driveway with the approval of the Committee regarding the color to be used.

## ARTICLE V

### LANDSCAPING AND WALLS

In order to achieve an attractive and harmonious appearance of landscaping throughout the Subdivision, use of plants native to the region is required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the Subdivision rather than contrast with or overpower it. No trees shall be installed within the 12' utility easement shown on the recorded plat.

In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the Subdivision, a privacy wall constructed of red & yellow rock to be built to a maximum height as allowed by City Ordinances shall be built along the rear and side. Walls alongside property lines shall transition to a 3 ½ foot maximum height in front yards beginning at front property lines. Gates and entry arches may exceed these heights above with the written approval by the Committee. All walls shall be completed prior to first occupancy of a house on each Lot. Fencing, where required above retaining walls, and where otherwise desired by Owners, shall be of the material (wrought iron), design and color provided by the Declarant.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of their Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas, Shared Access and the Right-of-Way. Any soil or debris from an Owner's Lot that runs

onto any part of the Common Areas, Shared Access or the Right-of-Way shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto any part of the Common Areas or the Right-of-Way, the Committee shall be the sole arbiter to determine the point of origin and the responsible party or parties.