

## **LAS LOMAS SUBDIVISION RULES**

The Board of Directors of the Las Lomas Homeowners Association, by the action taken on April 6, 2009 adopted the following Subdivision Rules pursuant to the Declaration of Protective Covenants for the Las Lomas Subdivision filed in Book 725 at Pages 387-445 of the records of Santa Fe County, New Mexico. These Rules are in addition to the Protective Covenants, except where a Rule is stricter, as defined in ARTICLE 2.2.2 of the Covenants, then the Rule shall supersede or replace the applicable Covenant. Many City code requirements and architectural standards from the Protective Covenants are repeated here to consolidate the Design Guidelines and Submittal Process into one place. This redundancy is meant to be helpful.

These Rules shall be effective for all Structures, which have not received preliminary approval at the time of adoption of these Rules.

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## Part 1 DESIGN GUIDELINES

### INTENT

It is recognized that any set of guidelines, while appropriate for the majority of situations, cannot anticipate all situations. Individual circumstances vary from lot to lot, owner to owner, and design to design. On occasion certain Rules will be inappropriate. A variance procedure is provided to acknowledge this. In applying the Design Guidelines, the Association expects the DRC to show common sense, flexibility, and practicality. The Design Guidelines and Submittal Process are intended to encourage creative solutions and variety, not mandate homogeneity. DRC approvals are site specific and made on a case-by-case basis; they do not set a precedent. DRC refers to the Design Review Committee of the Las Lomas Homeowners' Association (LLHA).

Items not covered by these rules may be approved or disapproved at the discretion of the DRC consistent with the intent/spirit of the rules with notification of the Board.

**Approval Required.** DRC approval is required for the following improvements. If in doubt please contact the DRC:

- (i) Any Structure, addition, or exterior change to an existing Structure other than repair or maintenance which restores the Structure or improvement to its original appearance;
- (ii) Landscaping, grading, or drainage for new construction. However, approval is not required for additional landscaping to existing Structures provided it conforms to the Design Guidelines and provided it does not substantially impede any Owner's views or negatively impact drainage and erosion control.
- (iii) Fences and walls;
- (iv) Painting (including stucco work and staining), other than repair and maintenance using the same colors and detailing as before;
- (v) Patios and patio covers.

**Board Notification.** The DRC shall copy the Board President and Secretary or other Board designated liaison of all minutes and, correspondence and actions.

#### A. CONSTRUCTION

1. Construction Time This information is repeated in part 2 - Submittal Process Section E.3.
  - i. Construction of Structures shall commence within six (6) months of the DRC approval or the approval shall be void.
  - ii. The exterior construction, including the final stucco color coat, paint and trim, shall be fully completed within one (1) year after commencement of construction for the structure and hardscape with an additional one (1) year for landscaping. (See part 2 – Section G.3 regarding escrow for landscaping work not yet completed at the time of occupancy).
  - iii. If construction continues beyond one (1) year after the start of construction, a fee of \$200 will be due monthly to pay the DRC Field Inspector until the house is complete.
  - iv. No construction of any other buildings or Structures shall commence until the House is substantially complete.
2. Construction Surveys This information is repeated in part 2 - Submittal Process Section E.7.
  - i. Prior to earthmoving on a Lot, the Owner shall have a licensed New Mexico surveyor establish lot boundaries, the existing grades on the

- Lot and the highest point of the natural undisturbed grade immediately adjacent to the perimeter of the Structure. Said surveyor shall lay out the entrance to the Lot per approved plans.
- ii. After excavation and prior to footings poured, the Owner shall have a licensed New Mexico surveyor certify that the footings are in the location and at the height as established in the plans approved by the DRC. The DRC shall visit the site to review the footings and the surveyor's report prior to concrete being poured.
  - iii. At the time the exterior framing is substantially complete but prior to roofing, the Owner shall have a licensed New Mexico surveyor certify that the height of the structure is in compliance with the plans as approved by the DRC.
  - iv. Each such certificate by the surveyor shall be submitted to the DRC for review and approval before further construction on the Structure may proceed; such approval or denial shall be rendered within forty-eight (48) hours, excluding weekends and holidays, or approval is deemed to have been granted.
  - v. All costs and expenses of the licensed New Mexico surveyor shall be borne by the Lot Owner.
3. Association Infrastructure
- i. Surface drainage courses within Lots must be kept free and clear of debris or obstructions, which prevent free flow of storm waters. (see Covenants 4.16)
  - ii. Erosion control shall be installed in any areas on the Lot deemed necessary by the DRC to prevent erosion from the Lot into arroyos or other Subdivision drainage systems.
4. Job Sign
- i. During the time of construction of any Structure a job identification sign having a maximum face area of six (6) square feet and of the type usually employed by a contractor shall be installed in such a way as to be readily visible. Additionally a sign of the minimum size necessary to display required permits and other code required items. (see Covenants 4.13.3)
5. Temporary Buildings
- i. Temporary construction facilities maintained during, and used exclusively in connection with, the construction of any work or improvement are permitted. (see Covenants 2.4)
  - ii. However, construction trailers are not permitted.
6. Temporary Construction
- i. Temporary chain link or other DRC approved fencing shall be erected to contain site disturbance and to prevent damage to the environment. Final plans shall show the proposed location and construction of such fencing .
  - ii. Location of trash dumpster and trash accumulation areas shall be indicated on the site plan.
  - iii. A cleanout pit shall be dug by the contractor at the time of initial excavation of sufficient size to insure the retention of all concrete and plastering cleanout, ensuring that no construction runoff shall leave the area of disturbance to other portions of the site or other Lots. Location of the cleanout pit shall be indicated on the site plan.
7. Debris and Trash
- i. Debris and trash including garbage, clippings from trees, shrubs or lawns, trash, ashes or other refuse shall be cleaned up at the end of

- each day, which shall not be thrown, dumped or allowed to accumulate on site or on any land within the Subdivision. (see Covenants 4.8)
  - ii. Lightweight materials shall be covered or weighted down to prevent their being blown about or off the building site.
  - iii. All refuse, trash, or waste shall not be kept except in sanitary containers, which containers shall be kept screened and concealed from view at all times, other than when being placed for pickup. (see Covenants 4.8)
  - iv. Builder shall instruct concrete trucks not to wash out in the Subdivision and shall be responsible for cleaning up any spills or cleanup, but rather use the cleanout pit indicated on the plans.
  - v. During or after construction of improvements to any Lot, no concrete slurry shall be left on any Lot or within the Easements.
8. Work Hours. All construction work shall be confined to the following hours:
- |                       |                       |
|-----------------------|-----------------------|
| Monday through Friday | 7:30 a.m. - 6:30 p.m. |
| Saturdays             | 8:00 a.m. - 4:30 p.m. |
| Sundays and Holidays  | No work               |
- The Board may make exception to these hours provided the nature or location of the work is such as to not disturb any residents.
9. Construction Site Music. No radio or taped music may be played on construction sites.
10. Site Restitution
- i. Any tree or any Association planting not approved for removal, transplanted or original, which dies during construction or within the first year following construction shall be replaced with a plant of the same species and size.
  - ii. Following the completion of construction, cut and fill slopes shall be masked with vegetation or graded to resemble the naturally occurring conditions following construction. Retaining walls and terracing are allowed.
11. Parking
- i. Contractor parking is permitted on only one side of the community's roads and shall not block access to refuse collection.

B. SITE PLANNING

1. Dimensional Standards
- i. Maximum lot coverage for roofed structures shall be 25%.
  - ii. No House, garage, or guest house, including porches, shall be located on any Lot so that any part thereof shall be nearer than twenty-five (25) feet to a Lot line adjacent to a street or nearer than ten (10) feet to any other Lot line. The DRC may vary the setback requirements from any Lot line necessitated by the topography or configuration of the Lot, consistent with the variance procedures.(see Covenants 4.3)
  - iii. Improvements allowed in the side and rear setbacks: retaining walls required for grading that do not project more than 2 feet above the highest existing grade, open wire fencing subject to limitations in section 7, driveways, utilities, excavation/grading, landscaping.
  - iv. Improvements disallowed in the side and rear setbacks: houses/additions to existing houses, portal/roofed structure, garages, outbuildings, guesthouses, non-retaining wall, opaque fencing (such as coyote fencing), signs, parking areas, satellite dishes, solar dishes/equipment and mechanical equipment, freestanding recreation equipment/facilities, patios.

- v. Improvements allowed in the front setback: retaining walls required for grading that do not project more than 2 feet above the highest existing grade, retaining walls and courtyard walls (not closer than 10 feet to the property line and enclosing 500 square feet or less), driveways, utilities, excavation/grading, landscaping, patio (but not closer than 10 feet to the property line), signs, parking areas
  - vi. Improvements disallowed in the front setback: open wire fencing, houses/additions to existing houses, portal/roofed structure, garages, outbuildings, guesthouses, opaque fencing (such as coyote fencing), satellite dishes, solar dishes/equipment and mechanical equipment, freestanding recreation equipment/facilities
2. Siting and View Corridors
- i. The final determination of the siting of a Structure on a Lot shall be subject to DRC approval. Such approval may be withheld if the proposed site lies within the only view corridor of another Lot. (see Covenants 4.3)
3. Utilities
- i. All extensions of utilities shall be underground to all Structures at all locations. No electrical or telephone lines shall be maintained above ground except during construction.
  - ii. All meter locations shall be subject to approval by the DRC.
  - iii. All utilities except sanitary sewer shall be installed in or adjacent to the driveway unless approved by the DRC.
4. Grading, Drainage, Erosion
- i. Compliance with City Escarpment Grading and Drainage Regulations
    - 1. Each Lot shall be treated as though it is situated in the escarpment overlay district. The standards, terms, and conditions of such Ordinance are incorporated by reference and shall apply to such Lot in addition to the Covenants and conditions set forth herein. (see Covenants 2.2.1)
    - 2. In the event a conflict exists between these Design Guidelines and the provisions of the Ordinance, the stricter of the conflicting provisions shall control. (see Covenants 2.2.2)
    - 3. Compliance with City Escarpment Grading and Drainage is required.
  - ii. Grading, Cut and Fill
    - 1. The purpose of grading restrictions is to nestle residences into the land.
    - 2. Fill areas should not exceed cut areas, both within the foundation walls and relative to all grading done on the Lot.
    - 3. Cut and fill slopes shall not exceed 3:1. Large cut and fill slopes shall be reduced by use of a DRC-approved wall.
  - iii. Site Disturbance
    - 1. Finished grade shall lie against the walls as nearly as possible to the original grade.
    - 2. Site disturbance should extend a minimum distance from structure but in no case shall extend beyond 15 feet from the perimeter of house or driveway.
  - iv. Erosion Control
    - 1. Soil erosion and unnatural modifications to the existing drainage shall be avoided. Site drainage and runoff shall be an integral part of siting the house. Soil erosion and unnatural modifications of existing drainage shall not be permitted.

2. No change in natural or existing drainage patterns shall be made which could adversely affect another owner or lead to offsite soil erosion.
3. Where existing drainage is along property lines, Owners shall cooperate to ensure the above.
4. All water running off roofs, driveways, and other paved areas shall be controlled so as to prevent erosion. Swales over 5% in slope shall be stabilized with earth-toned rock or water channeled into a drop inlet box and piped to a ponding area at the discretion of the DRC.
5. Each Lot shall comply with City grading and drainage regulation. Drainage control devices may include backyard ponding, grading, landscaping, French drains, and other appropriate structures or devices. Owner shall also obtain the approval of the City of Santa Fe for said design and engineering of said drainage control structures and submit evidence of approval to the DRC. (see Covenants 4.16)

#### 5. Driveways

- i. Driveways shall be constructed to the minimal visual impact and dimensions necessary to accommodate access and guest parking for at least one car (which can overlap with the access space).
- ii. All driveways shall be surfaced with compacted earth-tone base course, black or brown asphalt (brown preferred), brick, earth-tone stone pavers or earth-toned concrete. Specifications shall be submitted and a sample provided if requested by the DRC.
- iii. All driveways shall be graded and sloped for proper drainage (see Covenants 4.5.1)
- iv. Driveways shall not exceed 14 feet in width except where required by guest parking, maneuvering, curb cut width, and/or turnaround except as required by the governing authority.
- v. All driveways shall have culverts large enough for proper drainage. An 18"-diameter culvert shall be installed where the ditch adjoining the front yard of the Lot carries storm waters; it shall extend no less than two (2) feet from the outer-most edge of each side of the driveway. No culvert is required for those Lots with access from The High Road, unless determined necessary by the DRC. (see Covenants 4.5.2)
- vi. No access is allowed from West Alameda, Calle Nopal, or Paseo de Vistas without specific permission from the Design Review Committee (see Covenants 4.6)
- vii. No gates are allowed on driveways.

#### 6. Exterior Recreation Equipment/Facilities

- i. Recreation equipment and facilities shall be attached or if freestanding, adjacent to the House in a location as approved by the DRC.
- ii. Allowed recreation equipment: basketball hoop, play structures, hot tub/spa maximum 100 square feet.
- iii. All other recreation equipment/facilities are generally prohibited but subject to the variance process.

### C. FLOOR PLAN

#### 1. Floor Plan

##### i. Allowable Structures

1. Allowable structures include one detached single-family dwelling for private use, an attached guest house, a private

attached garage, attached recreational facilities, solar heating devices, landscaped areas, evaporative cooler or coolers, and improvements incidental to residential use of the Lot. (see Covenants 2.1)

2. No modular home, prefabricated Structure, mobile home, or similar facility or structure shall be kept, placed, or maintained within the Subdivision at any time. (see Covenants 2.4)
  - ii. No principal residence, exclusive of the required attached garage, shall be less than 1,600 square feet of interior heated space. (see Covenants 2.3)
  - iii. An attached garage of sufficient size to accommodate at least two automobiles shall be constructed with each house. Open carports are prohibited. (see Covenants 4.10.1)
  - iv. Sheds.
    1. No sheds shall be permitted without prior written approval of the DRC.
    2. Any such storage shed erected on any Lot shall be screened from view from other Lots, the Easements, and public roads in a manner approved in writing by the DRC before the shed is constructed. Approval shall only be granted if adequate screening can be shown.
    3. If approved, it shall be a stuccoed masonry, adobe, or frame structure.
    4. Sheds, if approved, must be attached. (see Covenants 2.1)
  - v. Guest Houses
    1. Guest houses must be attached to the main house. Either the guest house must share a wall with the main house, or the guest house must be attached by a covered breezeway.
    2. Guest houses must not be more than 12 feet from the main house.
    3. Guest houses must be architecturally integrated into the style of the main house.
    4. Guest houses must be accessed using the same driveway that services the main house. No additional curb cuts or separate driveways are permitted to access the guest house.
2. Heights and Finish Floor Heights
- i. The purpose of height restrictions is to nestle residences into the land.
  - ii. Finish floors, portal floors and finish grade shall not exceed 3 feet above natural grade, except in small areas and not entire rooms or levels. The total area exceeding 3 feet above natural grade may not exceed 5% of the total floor and portal area and may not exceed 5 feet above natural grade.
  - iii. Houses and improvements shall step down slopes, following existing contours wherever possible.

#### D. EXTERIOR

##### 1. Design/Style

- i. Architectural style shall be based upon, but need not strictly adhere to, "Pueblo Spanish Revival," "Old Santa Fe Style," or "Territorial Style." Modifications of the foregoing styles (including Southwest Contemporary) in reasonable, innovative, and creative ways are permitted and encouraged. The characteristic effect of all styles is an architecture dominated by massive, thick walls with deeply recessed doors and windows. Massing is long and low with frequent

modulations, but not busy. Materials are natural and indigenous and scaled to the massive walls.

- ii. Solar homes are encouraged provided systems comply with height and other requirements. (see part 1 - Sections E and F).
2. Exterior Massing
- i. Parapet walls that taper shall transition gently such that no break or shadow line shall be visible where the walls transition from vertical to tapered. Taper may not exceed 1" horizontal to 12" vertical.
  - ii. For each volume, parapet walls shall not change elevation (to avoid the western storefront situation).
  - iii. Parapet wall height shall not change elevation unless accompanied by an appropriately scaled horizontal offset (to avoid the Western storefront appearance).
  - iv. Large, uninterrupted perimeter walls shall be avoided by use of portals or jogs of sufficient size to reduce the apparent size of the wall. Any perimeter wall which exceeds fourteen (14) feet in height and thirty (30) feet in width shall be interrupted by a terrace, portal, or like element of usable depth at finished grade, which element shall serve to reduce the apparent size of such wall.
  - v. Keep Visual Prominence of House to a Minimum
    - 1. The highest point of the house shall not exceed 12 feet above the highest point of natural grade adjacent to the house.
    - 2. The height of any point of a house shall not exceed 17 feet above the natural grade. This may be thought of as a tilted plane 17 feet above and following the contours of the site. (see Attachment A)
3. Appearance of Thick Walls
- a. Doors and windows shall be recessed deeply into the outside wall to give the appearance of substantial wall thickness. The face of window and door jambs shall be recessed from the exterior face a minimum of 2 inches, except where Territorial detailing is involved.
  - b. All exterior walls with windows and doors shall be 2" x 8" frame construction or equivalent thickness for an overall minimum finished wall thickness of approximately 9".
4. Exterior Materials
- i. No wooden exteriors of structures other than trim or decking shall be permitted. This provision does not apply to "coyote" style fences.
  - ii. Reflective materials (which do not include stucco or DRC-approved roofing or glazing) shall not be used where they would affect any other house in the Subdivision. If such reflection does occur, the reflective material shall be painted a subdued, neutral color to be approved by the DRC.
  - iii. All masonry block structures, including walls, and frame structures shall be covered with waterproofing paper prior to plastering so as to conceal moisture "bleed-through" of masonry joint lines and sheathing joints.
  - iv. Painting of the exterior of Structures with bold repetitive patterns is prohibited.
  - v. Wall and Fence Materials- See Section G. 7.
    - 1.
  - vi. Garage Door Material
    - 1. All garage doors shall be of a DRC-approved material and earth-toned or stucco colored finish.



## vii. Roof Materials

1. Roofing materials for any sloped roof area, such as covered shed roofs over portals, shall be non-reflective and of a color and material approved by the DRC.
2. No asphalt shingle roofs are permitted.
3. Flat roofing materials and surfaces shall be of a DRC-approved tan or brown color. Acceptable material and colors include:
  - a. TPO (tan, dark tan, brown; not white)
  - b. Torchdown (tan granules, not white)
  - c. Foam with Santa Fe Brown gravel
  - d. Gaco (tan or Santa Fe tan).

5. Exterior Colors

- i. Exterior materials and finishes shall be of earth-toned colors that blend with the natural environment.
- ii. In keeping with the "Santa Fe" traditions, accent colors may be used on front doors, window sash, under portals and other incidental elements as long as, in the opinion of the DRC, the accent does not overwhelm the building's basic color or create a visual distraction
- iii. Stone surfaces shall be in their natural color and must be earth tones.
- iv. Roof and portal finish color shall be approved by the DRC; see above.
- v. Items protruding from the roof, including skylight curbs, shall be painted to match adjacent material. (see also part 1 – Section E)
- vi. Meter casings including but not limited to gas and electric meters, shall be painted to match adjacent materials such as stucco and surrounding soil/earth. The DRC may require screening shrubs and/or trees to reduce visibility.

6. Exterior Lighting

- i. Exterior lighting shall be designed and installed in such a manner that it does not shine directly onto adjoining lots so as to interfere with the adjoining Owner's use and enjoyment of his lot.
- ii. Exterior illumination located above 30" above grade is allowed only at the entry, underneath portals or within 24" of an exterior door (including garage doors).
- iii. Lights illuminating entry walks, paths or driveways are permitted as long as they are indirect and within 30" of the grade and completely downlit and arranged so that the combination of lumens and spacing does not create light pollution and a disturbance for neighbors in the judgement of the DRC.
- iv. Wall-mounted fixtures may be no higher than 80" above finished floor.
- v. Motion-sensitive lights are to be mounted so as not to be activated by activity off the property.
- vi. No floodlights or spotlights are allowed.
- vii. All exterior fixtures shall be indirect and shielded (concealed light source). All exterior light fixtures, except those under portals, shall be downlit.
- viii. All exterior lights must be located so as not to be directed toward surrounding Lots, properties, or roads.
- ix. Bright, glaring lights on roof tops and patio walls or elsewhere are prohibited.

## E. ROOFS

1. Material and Color (see part 1 – Section D.5.d))
2. Roof Penetrations

- i. Roof penetrations including but not limited to mechanical and plumbing flues shall extend the code minimum height above the roof.
  - ii. Roof penetrations shall be minimized and painted to match adjacent materials.
  - iii. Where roof penetrations must by code protrude above the parapet, they shall be located away from the perimeter of the building or in an inconspicuous position.
  - iv. Plaster chases may be required by the DRC
- 3. Roof-mounted Mechanical Items
  - i. Exposed gas pipes are prohibited.
  - ii. Exposed mechanical ducts are prohibited. Exposed mechanical piping for minisplits should hug parapets and all elements including chairs/supports must be painted to match the roof surface.
  - iii. Lightning protection must be approved by the DRC.
  - iv. The location of mechanical and air-conditioning equipment and solar panels must be approved by the DRC.
- 4. Parapet Walls
  - i. Plaster stop or stucco-colored springlok flashing shall be provided wherever stucco meets the roofing and stucco shall extend to within 6" to 10" inches of the finished roof.
  - ii. Parapet walls, internal and external, shall be a minimum finish thickness of 8 inches if visible from any other Lot or the Common Roads.
- 5. Sloped Metal Roofs. Sloped metal roofs may be used on portals only if they are a factory coated non-reflective finish and approved by the DRC as to color and material.
- 6. Skylights. Skylight frames shall be factory finish dark bronze or painted to match stucco or roof. Skylight glazing for acrylic domes shall be solar gray. Glass skylights may be clear if no DRC approved tinted options are available. There shall be no interior up-lighting in skylights. The top of skylights shall be below the top of the lowest adjacent parapet.
- 7. Roof Decks. A deck is considered a roof deck when it is not on the same level as a portion of the interior living space. Roof deck furniture and accessories may not include umbrellas and must not project above the adjacent parapet. There shall be no open railings. Colors should be natural wood or match the stucco or trim.

#### F. SITE/ROOF APPURTENANCES

- 1. Solar Collectors and Devices. Solar collectors or devices must be designed or located so that they are parallel/perpendicular to parapets (or in an aesthetically pleasing manner as approved by the DRC) and shielded from view from other Lots as much as practical. The top of the panels shall be below the top of the lowest adjacent parapet. All supports must be painted to match the roof material. The location and configuration of solar collectors must approved by the DRC.
  - i. Review items for solar collectors. The applicant will be required to submit:
    - 1. Roof plan drawing showing: the relationship of the panels to existing geometry, angle of panels, location of panels, any additional screening walls/other screening, any exposed piping, actual size of units
    - 2. Elevations showing: height relative to parapets, any additional screening walls/other screening, actual size of units

3. Details: mounting details, color
4. Additional information:
  - a. system size
  - b. a mockup may be required on existing homes
  - c. services of a solar consultant may be required, paid for by the owner with a cap of \$500
2. Exterior Antennae (including but not limited to Satellite Dishes and weather stations) shall be placed in the least visible location, screened from view from lots, easements and public roads as much as possible as determined and approved by the DRC. Exterior antennae (including but not limited to Satellite Dishes and weather stations) shall be painted to match roof or stucco as appropriate.
3. Mechanical Devices. No mechanical or other device (including AC units) shall be installed or maintained on the roof or ground or exterior surface of any Structure within the Subdivision if such device is visible from the highest point of any other Lot, the private or public streets unless the device is screened, enclosed, or otherwise approved by the DRC.
4. Storage Tanks. No storage tanks, with the exception of rainwater collection receptacles (above ground barrels, troughs or below ground cisterns) which are screened in accordance with the Subdivision Rules, shall be erected, placed or permitted within the Subdivision. (see Covenants 4.12)
5. Air Conditioning Systems. All components of air conditioning systems shall be reviewed and approved by the DRC including exterior duct or pipe placement and screening and air conditioning unit location, screening and sound rating. Ducts shall not be visible and shall be integrated into the roof structure. Duct piping shall be integrated into the roof structure for new houses or hugging/behind parapets and painted to match the roof for retrofits. The location and sound rating of air conditioning units shall be selected so that the unit does not have an adverse effect on neighbors. Screen walls and soundproofing may be required for units base on visibility and noise.

G. LANDSCAPING (see also Attachment C – Landscaping Guidelines)

1. Landscape Plan. A landscape plan shall be submitted. The plan, drawn to scale, shall show:
  - i. All existing trees over 5 feet in height within 30 feet of any site disturbance;
  - ii. All proposed trees and major shrub and plant groupings indicating species and size, including calculations showing compliance with part 1 - Section G.6.b;
  - iii. All exterior paving, retaining walls, swales, cuts, and fills, describing materials, color, and construction. All materials and finishes shall be of earth-toned colors that blend with the natural environment;
  - iv. Driveway;
  - v. All cut and fill areas;
  - vi. Reseeding and revegetation of all disturbed areas including seed mix;
  - vii. Method of irrigation shall be indicated to insure establishment and healthy growth of all plantings.
2. Existing Landscaping/Trees
  - i. The Owner shall flag all trees (including but not limited to pinons) to be removed for construction during the preliminary review process. No trees may be removed prior to receiving a Final Approval letter from the DRC.

- ii. The native growth of the property, including but not limited to cacti, piñon, and juniper trees, shall not be destroyed or removed, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, the House, and other approved Structures without the prior written approval of the DRC. (see Covenants 4.1)
  - iii. An Owner can request removal of specific trees for fire reasons, subject to acceptance by all affected neighbors (as determined by the DRC). Final approval is by the DRC.
3. Revegetation
- i. All disturbed areas shall be reseeded with native vegetation and irrigated for at least one year to insure healthy growth.
  - ii. The Owner of the lot shall restore by replanting any disturbance of natural ground cover and vegetation necessitated by the installation of utility service lines on a Lot.
4. Location of Landscaped Areas
- i. Improving, landscaping, decorating or repairing common areas or easements is not allowed. (see Covenants 5.1.3)
5. Plant/Tree Types
- i. Drought-tolerant indigenous landscaping shall be planted, including piñon, juniper and drought-tolerant grasses.
  - ii. Lawns adjacent to the house of non-indigenous grasses are permitted up to 800 square feet. Lawns of drought-resistant grasses are encouraged.
  - iii. The LLHA Landscape Committee shall maintain a partial list of permitted plants.
  - iv. No poplars, Mediterranean cypress, elms, Russian olives or weeping willows shall be allowed to be planted upon any lot. Refer to City regulations for additional plant types not permitted.
  - v. No shrub, hedge, tree, or other landscaping that interferes with the view or solar access of any Lot (except as reasonably determined by the DRC) shall be planted, permitted, or maintained on any Lot or Common Area. (see Covenants 4.2)
6. Screening
- i. Mask cut and fill slopes - Following the completion of construction, cut and fill slopes shall be masked with vegetation or graded to resemble the naturally occurring conditions following construction or retaining walls, large boulders or other natural-appearing landscape structures should be provided to minimize erosion and add visual diversity on slopes.
  - ii. Residence exterior screening
    - 1. There shall be one Piñon and/or juniper, existing or planted and consistent with the character of the indigenous trees which screens the structure at a minimum of one for every 15 feet of the structure perimeter (See Attachment D for Perimeter Calculation Illustration). The trees shall meet minimum height and size requirements, and be located no closer than eight feet and no further than 25 feet from such walls. All structure screening trees shall leave exposed no more than 50 percent of the structure from the highest point on the structure to the top of the tree at the time of planting. Where the height requirement cannot be achieved with an evergreen, the DRC may modify this requirement.

- 2. If such 15 foot on center spacing creates a repetitive pattern that looks unnatural or does not work with the architecture or views, such spacing, but not the number of trees, may be varied by the DRC.
  - iii. Refuse containers shall be screened and concealed from view (see Covenants 4.8).
  - iv. Rainwater collection barrels and tanks must be screened (see Covenants 4.12)
  - v. All permitted fences shall be screened with one pinon or juniper, existing or planted, for every 15 feet of length. Screening tree location and height shall leave exposed no more than one foot of the top of the wall.
- 7. Yards, Walls and Fences
  - i. No fences or walls shall be constructed or allowed to remain on any Lot except as have been approved by the DRC, subject to the standards in these Rules.
  - ii. No yard or retaining wall shall exceed six (6) feet in total height as measured from the side where the grade is lowest.
  - iii. The area enclosed by a fence or wall shall not exceed 1,500 square feet per instance. The maximum total length of fencing allowed is 120 lineal feet. The maximum total length of fencing in the setback is 50 lineal feet.
  - iv. All yard and retaining walls shall have a minimum finished thickness 8".
  - v. Owners shall not fence any portion of their Lots without the permission of the DRC, except for the existing wall on Lots 31, 32, and 33 bordering Calle Nopal and the existing wall on Lot 33 and Lots 62-68 bordering Paseo de Vistas. (see Covenants 4.4)
    - vi. Walls shall be earth-toned natural rock or stuccoed/plastered adobe or masonry.
    - vii. Fencing shall be "coyote" style constructed of unpeeled wood posts, or if more appropriate as determined by the DRC, open wire fencing (rectangular) with juniper posts. Other fencing types may be approved by the DRC based on design, material and color.
    - viii. Board, slat, bark-faced boards, wire, and metal mesh fencing (such as chainlink or cyclone) are prohibited, except as allowed elsewhere herein.
    - ix. No wall, fence or gate may encroach into the 7'-6" utility easement abutting any public or private road except retaining walls which do not extend more than 12" above grade on their uphill side.
    - x. Any landscaping within easements shall be at the Owner's risk in the event that construction within the easement is required.
- 8. Fire Safety – See Attachment C

#### H. SIGNAGE

- 1. Allowable Signage The only allowable signage is the nameplate of the occupants, address sign/marker, signs required by legal proceedings, construction job identification sign, directional and safety signage, one for sale or for rent sign. Political signs are not considered allowable signage (see Covenants 4.13)
- 2. Size and Placement The area of text for either a nameplate or an address shall not exceed one (1) square foot in size. The nameplate and address size and placement must be approved by the DRC. (see Covenants 4.13.1)

## Part 2 SUBMITTAL PROCESS

### SUMMARY

The usual procedure for submittal and approval of plans is as follows: Owner submits preliminary plans to DRC with a check for the Architectural Review Fee; variance is obtained if required; submittal of final plans occurs within 6 months of granting of variance or variance is voided; project is started within 6 months of approval of final plans or approval is voided; project is completed within 12 months of commencement of project or additional fees are charged.

#### A. PRE-REVIEW

##### 1. Initial contact

- a. Initial contact is with the President of the Las Lomas Homeowners Association or with the DRC Chair.
- b. The DRC Chair assigns a DRC member to the project as project liaison.
- c. DRC member contacts Lot owner (or designate) and:
  - i.* advises on plan review process,
  - ii.* advises on Covenants and Rules,
  - iii.* suggests a pre-review meeting on-site,
  - iv.* emails documents including Covenants and Rules and checklists if applicable.

2. On-Site Pre-Review Courtesy meeting on-site if requested.

3. File DRC member creates a file for the Lot.

#### B. PRELIMINARY REVIEW

1. Review Fee An Architectural Review Fee, in the form of a check made payable to Las Lomas Homeowners Association, shall be due upon submittal of plans for preliminary review. Fees without plans will not be accepted. The fee, if any, for new construction, additions, landscaping, or other submittals shall be determined by the DRC; see guidelines in Section J.
2. Submittal Owner shall submit one set of preliminary or tentative plans and specifications which shall clearly show the nature of the work or installation proposed and location on the Lot. Such preliminary plans shall include sufficient description (which may include a site plan, floor plans and elevations) of the improvements to show (see Covenants 3.3.3):
  - a. the nature of the work,
  - b. the location on the lot,
  - c. proposed materials and colors.
3. Site Visit A field/site visit will be conducted at which time the applicant needs to be able to indicate the approximate location of the proposed structure and indicate heights for all finish floors. Story poles may be required.
4. Variances (see part 2 – Section H)
  - a. The DRC member shall discuss required Covenants and Rules variances with the owner.
  - b. The Owner shall request variances in writing (email is acceptable) to DRC member.
  - c. The DRC member generates a variance request letter.
5. Preliminary Review Letter

- a. The Preliminary Review Letter shall approve, conditionally approve or disapprove the proposed improvements. The letter shall list any conditions or the reason for disapproval.
- b. This letter will be sent to owner or designate.
- c. Review letter shall be complete within 20 business days from date the DRC has received a the required submittal.

### C. FINAL REVIEW

1. Submittal The Owner shall submit two complete sets of drawings (one to file and one to mark up) to the DRC for final review and approval or disapproval. Submittal requirements should include (all drawings drawn to scale):
  - a. site plan with 1' topographic contours, driveways and all improvements proposed for the Lot;
  - b. landscape plan to scale including all yard walls, retaining, paving, patios, proposed trees, shrubs, and any other significant landscape elements;
  - c. grading and drainage plan as submitted to City of Santa Fe before and after approval;
  - d. detailed floor plans including square feet of interior heated space;
  - e. all building dimensions;
  - f. elevations of all sides of the house showing existing and future grades;
  - g. electrical plan showing exterior light fixture locations;
  - h. plans to scale for garage and driveway;
  - i. proposed exterior color scheme and textures;
  - j. driveway location, course, width;
  - k. gas and electric meter locations;
  - l. materials, colors, texture - samples of materials and colors (stucco, mullions, exterior paint, exterior metal and any other color samples needed by DRC);
  - m. exterior light fixture cutsheet;
  - n. existing grade on the Lot and highest point of natural undisturbed grade immediately adjacent to the perimeter of the structure established by a licensed NM surveyor.
  - o. In addition, house must be staked and strung prior to approval including field indicated heights for all finish floors.
2. DRC Review
  - a. Review shall be complete and final review letter sent within 20 business days from date the DRC has received a complete submittal.
  - b. The DRC shall review staking and stringing (including field indicated heights of all finish floors).
  - c. The DRC & LLHA is not responsible for faulty construction, only compliance with Covenants and Rules. Only visible external features are reviewed and monitored.
3. Review Letter
  - a. The Final Review Letter shall Approve, Conditionally Approve, require changes or additional information or Disapprove the proposed improvements. The letter shall list any conditions or the reason for disapproval.
  - b. This letter will be sent to owner or designate.
  - c. DRC member will contact the owner to discuss the contents of the letter.

- d. The Final Approval Letter shall contain the Site Compliance letter (Attachment B) to be signed by the Owner prior to beginning construction.
- 4. Submit Additional Items and Re-Review
  - a. If required by the DRC the Owner shall make any required changes and provide requested additional information. The DRC shall reviewed any additional submittals as defined in section C.2.a.

#### D. CONSTRUCTION DEPOSIT

- 1. Construction Deposit Following approval by the DRC of plans and specifications for the proposed structure but prior to the start of construction, the applicant or his builder shall provide a Construction Deposit to the Association in the amount of \$4,000.00 for new construction (or an appropriate amount for a renovation or addition as determined by the DRC) in the form of a check made payable to Las Lomas Homeowners Association.
  - i. The Construction Deposit shall be set by the Board of Directors through the adoption of a Subdivision Rule.
  - ii. The Construction Deposit shall be held by the Association in a segregated account.
  - iii. The Construction Deposit is due to LLHA before the lot can be disturbed.
  - iv. The deposit will be placed in an interest-bearing account and will be refunded when the LLHA issues a Certificate of Occupancy (see part 2 – Section G.3).
- 2. Use of the Construction Deposit If the DRC determines at any time during the course of construction that the Structure is being built in non-compliance with the approved plans and specifications, the Subdivision Covenants, or Subdivision Rules, or that the construction has caused damage to Association property or the property of any Association member, the DRC shall provide the Owner with written notice of the violation and a date for remedy, allowing a reasonable period of time to be determined by the DRC. If the violation is not cured by the date fixed by the DRC, the Association shall be entitled to draw upon the Construction Deposit to remedy the violation. Additionally, if the Association determines that the Construction Deposit may not be sufficient to remedy a situation, the Association may require an additional deposit. If any portion of the initial \$4000 Construction Deposit is used to remedy a situation during construction, the Association will require the Owner to replenish the Construction Deposit to a sum of \$10,000 for a new house or addition 1000 square feet or more and \$4,000 for an addition under 1000 square feet.
- 3. Return of the Construction Deposit Upon issuance of an Association Certificate of Occupancy pursuant to Section G below, the balance of the Construction Deposit held by the Association shall be released to the Owner.

#### E. CONSTRUCTION

- 1. Contacts The DRC Project Liaison may act as Field Inspector or a Field Inspector designated by the DRC will be the Owner's primary contact during Construction. In the event a Field Inspector other than the DRC Project Liaison is designated the DRC member will be available to answer questions. The Field Inspector will contact the Lot Owner on commencement of construction to discuss the process.
- 2. Pre-construction Meeting Before the Lot can be disturbed, a meeting shall be held between the DRC and the Contractor to discuss LLHA requirements for



lot stabilization and other pre-construction issues. The Contractor shall be given a copy of the Site Compliance Letter (Attachment B).

3. Construction Time
  - i. Construction shall commence within six (6) months of DRC approval or approval shall be void.
  - ii. The exterior shall be complete (including final stucco color-coat, trim and landscaping) within one year of commencement of construction.
  - iii. For more detail refer to part 1 – Section A.1 and part 2 – Section G.3.
4. DRC Member Responsibility During Construction The LLHA is not responsible for faulty construction, only that the construction satisfy the approved drawings, Covenants and Rules. The DRC member is not responsible for the internal construction of the house; only visible external features are reviewed and monitored.
5. Non-Compliant Items If the improvements are not in compliance with the approved plans the DRC shall notify the Owner in writing including a date for remedy, allowing a reasonable period of time to be determined by the DRC. If the non-compliance is not corrected within the time period the DRC may issue a stop work order and the Owner shall stop all work.
6. Changes during Construction Any changes must be incorporated into the record set of plans. (see part 2 - Section F)
7. Surveyor Certifications and DRC Review
  - i. Footings After excavation and prior to footings poured, the Owner shall have a licensed New Mexico surveyor certify that the footings are in the location and at the height as established in the plans approved by the DRC. The DRC shall inspect the footings and the surveyor's report prior to concrete being poured.
  - ii. Exterior Framing At the time the exterior framing is substantially complete but prior to roofing, the Owner shall have a licensed New Mexico surveyor certify that the height of the structure is in compliance with the plans as approved by the DRC.
  - iii. The DRC shall make the required inspections and approve or disapprove the construction within 48 hours (exclusive of weekends and holidays) of receipt of the required surveyor's certificate by the DRC or approval is deemed to have been granted.
  - iv. All costs and expenses of the surveying shall be borne by the Owner.

#### F. CHANGES DURING CONSTRUCTION

1. Submission of Changes Should the Owner wish to deviate or elaborate upon the DRC-approved plans after DRC approval, the Owner shall submit proposed changes or elaboration to the DRC in writing prior to commencing the change or elaboration.
2. DRC Review The DRC shall approve or disapprove the submittal according to its regular review procedures. A new fee for re-review may be required based upon the extent of the change.
3. Record Plans All changes need to be incorporated into the record set of plans on file with the Subdivision.

#### G. POST CONSTRUCTION AND OCCUPANCY

1. Owner's Completion Notice After completion of construction, the Owner shall notify the DRC in writing (the "Completion Notice") and shall include a list of any incomplete items. (see Covenants 3.7)
2. Walkthrough

- i. Within fifteen (15) Days after the receipt of a Completion Notice, the DRC Field Inspector, and if required, the DRC member, shall review the work and take one of the following actions:
  - 1. Issue a written Association Certificate of Occupancy ("Certificate of Occupancy") if the work is in conformity and compliance with the approved plans and specifications and the Design Guidelines; or
  - 2. Provide the Owner a written list of all items that are not in conformity and compliance with the approved plans and specifications, along with the DRC's estimate of the cost for correcting such items and the date by which the DRC determines the items should be corrected (the "Completion List"). The owner may elect to have the DRC issue a Conditional Certificate of Occupancy. (see part 2 – Section G.3.c)
- ii. Certificate of Occupancy, Conditional Certificate of Occupancy and Completion List
  - 1. This letter will be sent to Owner or designate.
- 3. Occupancy and Completion
  - i. An Owner shall not occupy a house or other structure until an Association Certificate of Occupancy has been received for the residence (see Covenants 3.7).
  - ii. The Las Lomas Homeowners Association issues a Certificate of Occupancy when the house is complete and the landscaping is in place. Often the owner of a new home wishes to move in before all items on the LLHA completion list are satisfied. If this is the case, see G.3.iii below.
  - iii. Conditional Certificate of Occupancy
    - 1. Upon receipt from the DRC of a Completion List, the Owner may either (i) correct the items on the Completion List, request a re-inspection, and occupy the residence only after the DRC has issued a Certificate of Occupancy, or (ii) deposit with the Association an amount equal to 150 percent (150%) of the DRC's estimate for correcting or completing the items in exchange for a Conditional Certificate of Occupancy.
    - 2. If the Owner chooses the latter alternative, the moneys will be held in escrow by the Association in a segregated account.
    - 3. As the completion list items are completed, the owner may use the construction deposit funds held in escrow to pay for the work done.
    - 4. At any time before the date set forth in the Completion List, the Owner may request a re-inspection by the DRC.
      - a. If the DRC determines that the Completion List items are in conformity and compliance with the approved plans and specifications, the DRC shall issue the Owner a Certificate of Occupancy and the Board shall deliver to the Owner the remaining escrow amount deposited with the Association.
      - b. If the DRC, upon re-inspection, determines that items on the completion list remain to be corrected, or if the Owner fails to request re-inspection by the date fixed for completion, then the Board may draw upon the amount

- deposited by the Owner with the Association to complete the needed corrections
- iv. If, after one year, the needed actions have not been completed, at the request of the Owner a meeting of the Owner, the Board, and the DRC may be held to promote a mutual understanding of the impediments to completion and to develop a mutually agreed-upon action plan.
  - v. If, at the time for completion of a project (including any extensions granted by the DRC), the project remains incomplete or fails to comply with the Design Guidelines, the DRC or the Board may deliver a notice of non-compliance to the Owner or the Owner's agent (see Covenants 3.8)
4. Deposit Return
- i. The Construction Deposit (see part 2 - Section G) shall be returned after construction is complete.
  - ii. Where the Owner is given an Association Conditional Certificate of Occupancy and the amount of the deposit exceeds 150% of the estimate of the cost of completing the work, the remainder will be returned to the Owner with the Association Conditional Certificate of Occupancy
  - iii. Landscaping, including reseeding, must be in place (with proof in the form of receipts that the reseeding has occurred), but no growth needs to have occurred for deposit return.

#### H. VARIANCES

1. Variations to the Rules and Appeals (see Covenants 9.6.2)
- i. An Owner may apply to the DRC for a variance to the Rules. A good cause for a variance must be shown. Variations must conform to the Las Lomas Vision.
  - ii. If the variance requested by the Owner requires notification by mail to all homeowners, a fee of \$50 will be charged to the requesting Owner to cover the cost of supplies and postage.
  - iii. The DRC will review possible detrimental impact of the variance on other Owners. The DRC may then, by majority vote, grant a variance.
    - 1. DRC Approval. If the variance is approved by the DRC, a copy of its written report on the variance shall be mailed (via regular mail or email) to all Owners. Fifteen(15) business Days afterthat mailing the variance shall become effective unless an appeal is filed by other Owners.
    - 2. DRC Disapproval. If the variance is disapproved, the DRC will mail (via regular mail or email) notice of its disapproval to the Owner who requested the variance. The Owner who requested the variance may appeal the DRC's disapproval of the variance by submitting to the Secretary of the Association a written request for a hearing before the Board within fifteen (15) Days after the Owner has received notice of the variance disapproval.
  - iv. Appeal of Variance to the Rules
    - i. The Owner requesting the variance **or** any five (5) Owners, provided one (1) adjacent Lot Owner is included in the five (5), or any ten (10) Owners may appeal any action of the DRC (including approval or disapproval of a variance).
    - ii. Appeals must be in the form of a written request, submitted to the Secretary of the Association, for a

- hearing before the Board. Any request must provide a summary of the basis for appeal.
- iii. The written appeal must be received by the Secretary of the Association:
    - a. in the case of the requesting Owner's appeal of a variance request disapproval, within fifteen (15) Days after the Owner has received notice of the variance request denial;
    - b. in the case of the appeal by other Owners of a variance approval, no later than one (1) Day before the variance would become effective.
  - iv. Upon receiving the appeal the Board shall, within a reasonable time, schedule a Special Board Meeting. Those invited shall include the Board, the DRC, the Owner requesting the variance, and any appealing Owners.
  - v. Board Decision
    - 1. Following the meeting, the Board shall meet in executive session and make its decision.
      - a. The Board's decision shall be based on the comments and information presented, and on the judgment of the Board.
      - b. In addition, the Board may consult with independent advisors.
    - 2. The Board shall mail (via regular mail or email) a written summary of its decision to all Owners no later than the third (3rd) Day following the appeal hearing.
  - vi. Owner Appeal
    - 1. The decision of the Board on an appeal shall be final unless a written notice of appeal is received by the Secretary of the Association on behalf of the Board before the fifteenth (15th) Day after the Board mails its decision to all Owners.
    - 2. Any appeal must be signed by no fewer than ten (10) Owners.
  - vii. Special Meeting of all Owners
    - 1. If the Board receives a notice of appeal, the Board shall schedule a Special Meeting of all Owners for the purpose of discussing and voting on the Board's decision.
    - 2. The Board shall mail (via regular mail or email) a notice of the Special Meeting of all Owners to all Owners indicating the time and place of such meeting.
    - 3. The notice must be mailed no later than ten (10) Days prior to the meeting day.
    - 4. The Board's decision shall be sustained unless it is rejected by the vote of at least a majority interest of the votes cast at the Special Meeting of all Owners at which a quorum is present.
  - 2. Variance to the Covenants (see Covenants 9.6.1)
    - i. An Owner may apply to the Board through the DRC for a variance to the Covenants. A good cause for a variance must be shown. Variances must conform to the Las Lomas Vision.
    - ii. Board Review. The Board will review the proposed variance for possible detrimental impact on other Owners. The Board may then, by majority vote, grant a variance.



granting of the variance or the variance is void. A variance is granted to an Owner for a specific set of plans. A substantive change in those plans and/or a change in ownership voids the variance.

5. Appeal of DRC Action\_ Any Owner proposing an improvement or any five (5) Owners, provided one (1) adjacent Lot Owner to the DRC action being appealed is included in the five (5), or any ten (10) Owners may appeal any action of the DRC. The appeal procedure shall be as prescribed in Sections H.1.iv., H.1.v., H.1.vi. and H.1.vii. (Covenants 9.6.1).

#### I. COMPLIANCE OF OTHER PROJECTS

1. No Owner or builder shall be permitted to commence construction of a new Structure if any other Structure or work currently under construction or previously constructed by or for that Owner or builder on any Lot in the Subdivision does not comply with plans and specifications approved by the DRC or Subdivision Rules or Covenants for that other Structure or work.
2. In connection with its approval of the plans and specifications for the new Structure, the DRC shall provide the Owner with written notice of the specific items not in compliance with approved plans, Covenants, or Rules for the other Structure or work by the Owner or builder that is in non-compliance.

#### J. REVIEW FEES

1. The following review fees are subject to adjustment based on the specifics of the project and are at the discretion of the DRC.
2. Maintenance/Repair Work (with no change in details, configuration or color) does not require a submittal or a fee.
3. Fee categories- Note all fees shall be plus appropriate GRT:
  - a. New house/major addition - \$4000
  - b. Medium sized project - eg large addition, solar heating/mechanical devices/AC, raising walls/parapets or several small projects - \$1000
  - c. Minor/small projects - eg change in materials (driveway, roof) or colors (stucco, windows, garage door, roof), new site walls/fences, new windows/doors/skylights/light fixtures, roof appurtenances (antennae/satellite dishes) or details (eg change in parapet detail) - \$250-\$500
  - d. Landscape/hardscape - submittal is required, but there is no fee required.

### **Part 3 OCCUPANCY RULES**

#### A. RENTAL RULE

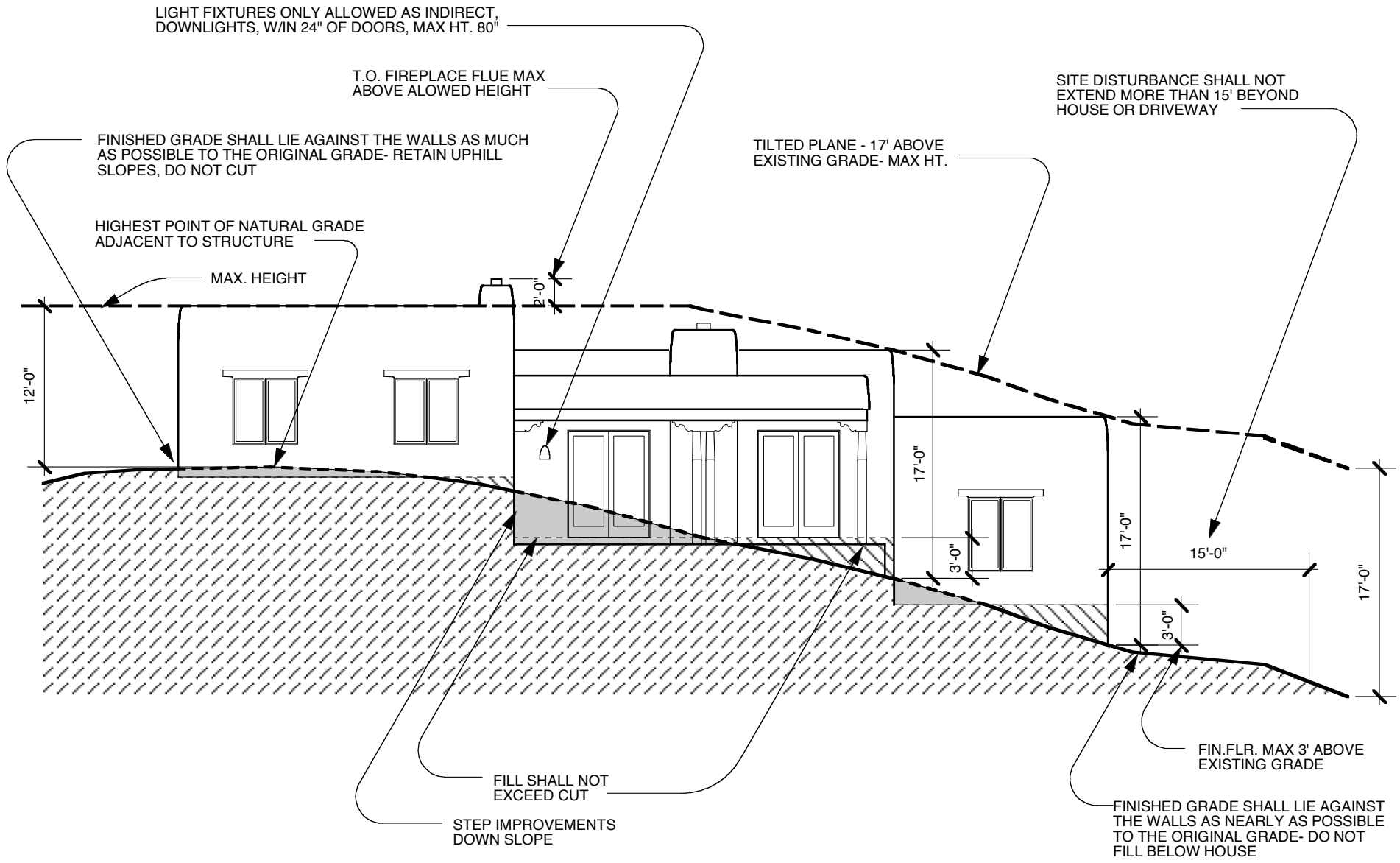
1. The rental of guesthouses is generally prohibited except for intermittent rentals. Guesthouse rentals are only allowed provided the main house is owner-occupied. In no case may both the guesthouse and the main house be rented simultaneously.

#### B. Procedure for Neighbor Observations of Possible Violation of Las Lomas Rules and/or Covenants

This procedure is primarily for existing houses but can also be applied to houses under construction. Often neighbors may be in a position to observe possible violations that Committee Members may not have seen such as initiation of an improvement or change without DRC approval or non-compliance with provisions of the Covenants (such as parking

problems) or Rules (such as erosion issues). Committee members (with assistance from the Board if needed) will determine if the observation is a violation.

# Las Lomas Height Illustration Attachment A





**Lot Owner**  
**Lot #**

**Date**

### **Site compliance with the Las Lomas Subdivision Covenants and Rules**

An important part of the start of all home construction is the preparation of the construction site by your Contractor. To assist you and us in the daily administration of your home site construction please review the following site set up items with your Contractors. **These items should be completed prior to commencing site grading and excavation.**

#### Covenants

- Native Growth Preservation (Article 4.1)
  - The native growth of the Lot, including but not limited to cacti, piñon, and juniper trees, shall not be destroyed or removed, except such native growth that is dead or diseased or that may be necessary to remove for the construction and maintenance of the driveway, the House, and other approved Structures, without prior written approval of the DRC. Owners are responsible for keeping trees in a healthy condition and not permitting them to become infested with insects. In addition, landscaping shall comply with the provisions of the Ordinance (see Section 2.2.1).
- Driveway Drainage and Culverts (Article 4.5.1 and 4.5.2)
  - 4.5.1 All driveways shall be graded and sloped for proper drainage.
  - 4.5.2 All driveways shall have culverts large enough for proper drainage. An 18”-diameter culvert shall be installed where the ditch adjoining the front yard of the Lot carries storm waters; it shall extend no less than four (4) feet from the outer-most edge of each side of the driveway. No culvert is required for those Lots with access from The High Road, unless determined necessary by the DRC.
- Refuse Control (Article 4.8)
  - No clippings from trees, shrubs, or lawns, trash, ashes, garbage, or other refuse may be thrown, dumped, or allowed to accumulate on any land within the Subdivision. All refuse, trash, or waste shall not be kept except in sanitary containers, which containers shall be kept screened and concealed from view at all times (other than when being placed for pickup).
- Proper installation of Building Permit Signage (Article 4.13.3)
  - During the construction of any Structure, a job identification sign having a maximum face area of six (6) square feet and of the type usually employed by a contractor.
- Maintenance of Surface Drainage (Article 4.16)
  - Surface drainage courses within Lots must be kept free and clear of debris or obstructions which prevent free flow of storm waters.
  - Owners shall, prior to construction of any Structure, submit to the DRC for construction approval the design and engineering of appropriate drainage control structures that will retain excess water runoff from impervious surfaces within said Lot. Thereafter, Owner shall also obtain the approval of the City of Santa Fe for said design and engineering of said drainage control structures. Prior approval of both the City of Santa Fe and the DRC are required as conditions for construction.
  - Drainage control devices may include backyard ponding, grading, landscaping, French drains, and other appropriate structures or devices. Notwithstanding the foregoing DRC and City approval, the responsibility for drainage control is and shall be that of the Lot Owner and no one else.

## Rules

- Construction Time (Section A.1)
  - Construction of Structures shall commence within six (6) months of the DRC approval or the approval shall be void.
  - The exterior construction, including the final stucco color coat, paint, trim, shall be fully completed within one (1) year after commencement of construction for the structure and hardscape with an additional one (1) year for landscaping. (See part 2 – Submittal Process section G.3 regarding escrow for landscaping work not yet completed at the time of occupancy).
  - If construction continues beyond one (1) year after the start of construction, a fee of \$90 will be due monthly to pay the DRC Field Inspector until the house is complete.
  - No construction of any other buildings or Structures shall commence until the House is substantially complete.
- Construction Surveys (Section A.2)
  - Prior to earthmoving on a Lot, the Owner shall have a licensed New Mexico surveyor establish the existing grades on the Lot and the highest point of the natural undisturbed grade immediately adjacent to the perimeter of the Structure.
  - After excavation and prior to footings poured, the Owner shall have a licensed New Mexico surveyor certify that the footings are in the location and at the height as established in the plans approved by the DRC. The DRC shall visit the site to review the footings and the surveyor's report prior to concrete being poured.
  - At the time the exterior framing is substantially complete but prior to roofing, the Owner shall have a licensed New Mexico surveyor certify that the height of the structure is in compliance with the plans as approved by the DRC.
  - Each such certificate by the surveyor shall be submitted to the DRC for review and approval before further construction on the Structure may proceed; such approval or denial shall be rendered within forty-eight (48) hours, excluding weekends and holidays, or approval is deemed to have been granted.
  - All costs and expenses of the licensed New Mexico surveyor shall be borne by the Lot Owner.
- Association Infrastructure (Section A.3)
  - Prior to excavation, the location of any Association irrigation lines within the area of excavation shall be located. Any lines which must be disturbed shall be disconnected or rerouted prior to disturbance. All disturbances shall be permanently repaired at the completion of construction. All work shall be by an Association-approved contractor at the Owner's expense; please call the DRC
- Job Sign (Section A.4)
  - During the time of construction of any Structure a job identification sign having a maximum face area of six (6) square feet and of the type usually employed by a contractor (see Covenants 4.13.3).
- Temporary Buildings (Section A.5)
  - Temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement are permitted (see Covenants 2.4).
  - Construction trailers are not permitted.
- Debris and Trash (Section A.6)
  - Debris and trash including garbage, clippings from trees, shrubs or lawns, trash, ashes or other refuse shall be cleaned up at the end of each day, which shall not be thrown, dumped or allowed to accumulate on site or on any land within the Subdivision (see Covenants 4.8).
  - Lightweight materials shall be covered or weighted down to prevent their being blown about or off the building site.
  - All refuse, trash, or waste shall not be kept except in sanitary containers, which containers shall be kept screened and concealed from view at all times, other than when being placed for pickup (see Covenants 4.8).

- Builder shall instruct concrete trucks not to wash out in the Subdivision and shall be responsible for cleaning up any spills or cleanup, but rather use the cleanout pit indicated on the plans.
- Surface drainage courses within Lots must be kept free and clear of debris or obstructions which prevent free flow of storm waters (see Covenants 4.16).
- During or after construction of improvements to any Lot, no concrete slurry shall be left on any Lot or within the Easements.
- Work Hours (Section A.7)
  - All construction work shall be confined to the following hours:
 

Monday through Friday	7:30 - 6:30
Saturdays	8:00 - 4:30
Sundays and Holidays	No work
  - The Board may make exception to these hours provided the nature or location of the work is such as to not disturb any residents.
- Construction Site Music (Section A.8)
  - No radio or taped music may be played on construction sites.
- Site Restitution (Section A.9)
  - Any tree or any Association planting not approved for removal, transplanted or original, which dies during construction or within the first year following construction shall be replaced with a plant of the same species and size.
  - Following the completion of construction, cut and fill slopes shall be masked with vegetation or graded to resemble the naturally occurring conditions following construction.
  - Install fence adjacent to the subdivision road to protect and maintain the bar ditches.
- Parking (Section A.10)
  - Contractors should park on only one side of the community's roads and shall not block access to refuse collection.
- Temporary Construction (Section B.4)
- Site Disturbance (Sections B.5.iii.2)
  - Site disturbance should extend a minimum distance from structure but in no case shall extend beyond 15 feet from the perimeter of house or driveway.
- Driveway Drainage and Culverts (Sections B.6.iii and B.6.v)
  - All driveways shall be graded and sloped for proper drainage (see Covenants 4.5.1).
  - All driveways shall have culverts large enough for proper drainage. An 18"-diameter culvert shall be installed where the ditch adjoining the front yard of the Lot carries storm waters; it shall extend no less than four (4) feet from the outermost edge of each side of the driveway. No culvert is required for those Lots with access from The High Road, unless determined necessary by the DRC (see Covenants 4.5.2).
- Utility passage provisions (Section B.6.vi)
  - Two 4" schedule 40 PVC pipes shall be installed under the driveway parallel to the edge of the road pavement surface to provide for the passage of irrigation and other utility lines under the driveway.
- Install cleanout pit (Section B.4.iii)
  - A cleanout pit shall be dug by the contractor at the time of initial excavation of sufficient size to insure the retention of all concrete and plastering cleanout, ensuring that no construction runoff shall leave the area of disturbance to other portions of the site or other Lots. Location of the cleanout pit shall be indicated on the site plan.
- Transplanting healthy piñons and protect native growth (Section G.2)
  - All healthy piñons displaced by construction shall be transplanted or removed. The Owner shall flag all trees (including but not limited to pinons) to be removed for construction during the preliminary review process. No trees may be removed prior to receiving a Final Approval letter from the DRC.
  - The native growth of the property, including but not limited to cacti, piñon, and juniper trees, shall not be destroyed or removed, except such native growth as it may be necessary to remove for the construction and maintenance of roads,

driveways, the House, and other approved Structures without the prior written approval of the DRC. (see Covenants 4.1)

City Ordinance

- Provide Chemical Toilet for Contractor Employees.

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**Owner signature**

**Date**

**ATTACHMENT C  
LAS LOMAS LANDSCAPING GUIDELINES**

**General Objectives:**

The overall objective of the landscape guidelines is to preserve the overall character of the existing piñon-juniper woodland as much as possible. The intent is to emphasize drought-tolerant vegetation (xeriscaping) and in particular planting of native trees and shrubs that are naturally acclimated to the site.

The existing vegetative cover in Las Lomas is the result of many years of abuse and erosion, the result of which is that there is very little topsoil and hence little ground cover. One goal of landscaping should be to stabilize the soil, particularly on slopes, and restore the topsoil. Use of mulch—available for free from the Transfer station—is encouraged. More aggressive steps to stabilize steep slopes may be necessary for successful restoration.

In order to maintain the general low scale of the existing tree cover, planting of large trees such as Cottonwoods are not allowed, except inasmuch as native trees such as Cottonwoods establish themselves in arroyos. The planting of any tree likely to exceed 25 feet at maturity is prohibited.

EXISTING HOUSES (Guidelines for owners of existing houses who want to create defensible space around the house for fire protection)

Note – refer to p. 12 for the definition of Screening Trees

**Non-Screening Trees**

Dead or dying trees (such as for bark beetle infestation) that are not screening trees can be taken out without approval. If you would like more guidance what constitutes a screening tree or on xeric tree and shrub options which are most appropriate for the area, please consult the Landscaping Committee.

**Screening Trees**

Removal of screening trees (which are required by Las Lomas HOA rules and also may be required by the City of Santa Fe) requires approval from the DRC which will work with the landscape committee and consult affected neighbors (as determined by the DRC). Replacing of screening trees in a different location may be required. Final approval is by the DRC. Refer to the guidelines for new houses, below, for ideas for fire safety.

**NEW HOUSES**

In addition to landscape requirements including required screen, Las Lomas has the following guidelines for fire safety:

1. The zone 5' out from the house is the most important and should be kept relatively clear
2. Removing branches on the lower third of trees (or bottom 3 feet whichever is

less) is not applicable to pinon and juniper, only to trees like Ponderosa which need more space (so “lollipoping” of trees is not necessary)

3. Trees can and should be clumped, not spaced evenly
4. In the area between 8' and 25', spacing of tree clumps (not individual trees) about 10' apart is sufficient
5. Thick carpets of dropped needles should be removed
6. Bark mulch should not be located next to stucco
7. Non-combustible (stone or gravel) mulch is preferred

### **Special Considerations:**

To further clarify application of the general objectives two areas with differing requirements are recognized:

**Private Areas (courtyards):** To limit water use, only a limited area for high-water-demand planting within 10 feet of the house and inside of courtyard walls is allowed. Due to the protection from wind provided by building and courtyard walls, these areas present microclimates allowing for a greater variety of plants. This zone allows for the most intensive landscaping and the widest variety of plants with high water requirements. Shade trees within this zone are still intended to be of a small to mid-size, up to 25 feet in height. Any plant not included in the Prohibited Plants list (attached) may be planted in Private Areas.

**Landscape area:** Plantings on the remainder of the lot should be drought- and wind-tolerant native plants and plants which have proven to be adaptable to local conditions with a minimum of additional water and care. A list of approved plants is attached. Many of the plants on the list will require additional watering for the first two years and then will survive with natural rainfall alone. Many of the plants will require a minimum of additional watering during their lifetime in order to thrive and present the best appearance. Grasses in this zone should be a mixture of native grasses such as blue grama, buffalo grass, etc., which will also require additional watering for the first few years to establish a solid cover. After establishment, additional watering should not be required. In particular turfgrass areas are not allowed. It is possible to create a colorful landscape within this zone with a wide variety of native or drought-tolerant perennials which will require minimal care and water.

In any disturbed areas the land is to be revegetated with native grasses, shrubs, and trees which meet or exceed the "typical" grass cover for the entire development. The following standards will be considered as minimum requirements for landscaping disturbed areas:

- All disturbed areas are to be seeded and mulched with a native seed mix having the same proportions of native grasses, wild flowers, etc., as the surrounding upland desert.
- A plan for a temporary irrigation system is required to establish reseeded areas within one year.

The following special criteria will apply to the planting of Quaking Aspen (*Populus tremuloides*):

- Aspen trees shall only be located adjacent to the residence within 10 feet of the residence's exterior walls.
- Aspens are typically found in clusters and the Landscape Plan should provide for the trees located in this manner. The minimum number of aspen trees allowed on any individual Lot will be 6 trees and clusters shall have a minimum of 3 trees.

### Acceptable Plants

The following list should be considered suggestive but not comprehensive. Other native trees and shrubs, not found on this list, may also be appropriate and selected in consultation with members of the DRC and the Landscaping Committee

Common Name	Scientific Name
<b>SMALL TREES</b>	
Amur Maple	<i>Acer ginnala</i>
Rocky Mountain Maple	<i>Acer glabrum</i>
Western Red Birch	<i>Betula occidentalis frontinalis</i>
Netleaf Hackberry F	<i>Celtis reticulata</i>
Desert Willow	<i>Chilopsis linearis</i>
Smoke Tree	<i>Cotinus coggygria purpureus</i>
Thornless Cockspur	<i>Crataegus crus-galli &gt; Inermis</i>
Paul's Secret Hawthorn	<i>Crataegus laevigata 'Paulii'</i>
Carriere Hawthorn	<i>Crataegus lavalleyi 'Carrierei'</i>
Washington Hawthorn	<i>Crataegus phaenopyrum 'Washington'</i>
Velvet Ash	<i>Fraxinus velutina</i>
New Mexico Privet	<i>Forestiera neomexicana</i>
Imperial Honey Locust	<i>Gleditsia triacanthos &gt; Imperial</i>
Sea Buckthorn	<i>Hippophae rhamnoides</i>
Alligator Juniper E	<i>Juniperus deppeana</i>
One-seed Juniper E	<i>Juniperus monosperma</i>
Rocky Mountain Juniper E	<i>Juniperus scopulorum</i>
Golden Rain Tree	<i>Koelreuteria paniculata</i>
Flowering Crabapple	<i>Mains spp.</i>
Bristlecone Pine E	<i>Pinus aristata</i>
Pinon Pine E	<i>Pinus edulis</i>
Quaking Aspen	<i>Populus tremuloides</i>
Wild Plum F	<i>Prunus americana</i>
Chokecherry F	<i>Prunus virginiana</i>
Amur Chokecherry F	<i>Prunus maackii</i>
Wafer Ash	<i>Ptelea trifoliata</i>

Gambel's Oak (Scrub Oak) F	<i>Quercus gambelii</i>
Fern Leaf Buckthorn	<i>Rhamnus aspenifolius</i>
New Mexico Locust	<i>Robinia neomexicana</i>
European Mountain Ash	<i>Sorbus aucuparia</i>
Japanese Tree Lilac	<i>Syringa reticulata</i>
<b>SHRUBS</b>	
Parry Agave E, F	<i>Agave parryi</i>
Saskatoon Serviceberry F	<i>Amelanchier alnifolia</i>
Utah Serviceberry F	<i>Amelanchier utahensis</i>
Lead Plant	<i>Amorpha canescens</i>
False Indigo	<i>Amorpha fruticosa</i>
Silver Sage	<i>Artemisia cana</i>
Sand Sage	<i>Artemisia filifolia</i>
Fringed Sage	<i>Artemisia frigida</i>
Prairie Sagebrush	<i>Artemisia ludoviciana</i>
Big Sagebrush	<i>Artemisia tridentata</i>
Four-wing Salt Bush E, F	<i>Atriplex canescens</i>
Shadscale	<i>Atriplex confertifolia</i>
Barberry	<i>Berberis thunbergii</i>
Fountain Butterfly Bush	<i>Buddleia alternifolia</i>
Common Butterfly Bush	<i>Buddleia davidii</i>
Yellow Bird of Paradise	<i>Caesalpinia gilliesii</i>
Siberian Pea Shrub	<i>Caragana arborescens</i>
Pygmy Pea Shrub	<i>Caragana pygmaea</i>
Blue Mist Spiraea	<i>Caryopteris x clandonensis 'Blue Mist'</i>
Winterfat	<i>Ceratoides lanata</i>
Curl-leaf Mountain Mahogany E, F	<i>Cercocarpus ledifolius</i>
Mountain Mahogany E,F	<i>Cercocarpus montanus</i>
Fernbush	<i>Chamaebatiaria millefolium</i>
Dwarf Chamisa F	<i>Chrysothamnus depressus</i>
Chamisa (Rabbitbrush) F	<i>Chrysothamnus nauseosus</i>
Virgin's bower F	<i>Clematis ligusticifolia</i>
Dogwood F	<i>Cornus stolonifera</i>
Purple Smokebush	<i>Cotinus coggygria</i>
American Smokebush	<i>Cotinus obovatus</i>
Various shrubs and ground-covers E, F	<i>Cotoneaster spp.</i>
Cliffrose	<i>Cowania mexicana</i>
Moonlight Broom	<i>Cytisus scoparius 'Moonlight'</i>
Feather Dalea	<i>Dalea Formosa</i>
Broom Dalea	<i>Dalea scoparia</i>
Sotol (Desert Spoon)	<i>Dasyliirion wheeleri</i>
Mormon Tea	<i>Ephedra nevadensis</i>
Dwarf Burning Bush	<i>Euonymus a/ate 'Compacta'</i>
Apache Plume F	<i>Fallugia paradoxa</i>



Fendlerbush	<i>Fendlera rupicola</i>
Cliff Fendlerbush	<i>Fendlera rupicola</i>
Forsythia F	<i>Forsythia intermedia</i>
Weeping Forsythia F	<i>Forsythia suspense</i>
Rock Spiraea F	<i>Holodiscus dumosus</i>
Ground Juniper	<i>Juniperus chinensis</i>
English Lavender	<i>Lavandula angustifolia</i>
Lodense Privet	<i>Ligustrum vulgare</i> 'Lodense'
Honeysuckle	<i>Lonicera</i> spp.
Wolfberry	<i>Lycium pallidum</i>
Desert Holly (Redberry Mahonia) E, F	<i>Mahonia haematocarpa</i>
Creeping Mahonia E, F	<i>Mahonia repens</i>
Beargrass	<i>Nolina microcarpa</i>
Texas Beargrass	<i>Nolina Texana</i>
Cholla Cactus	<i>Opuntia imbricata</i>
Wild Mock Orange F	<i>Philadelphus lewisii</i>
Littleleaf Mockorange F	<i>Philadelphus microphyllus</i>
Mock Orange F	<i>Philadelphus purpureomaculatus</i>
Ninebark F	<b>Physocarpus</b>
Dwarf Mugho Pine	<i>Pinus mugo mugo</i>
Shrubby Cinquefoil F	<i>Potentilla fruticosa</i>
Western Sand Cherry F	<i>Prunus besseyi</i>
Cistena Plum F	<i>Prunus cisterna</i>
Dwarf Flowering Almond F	<i>Prunus glandulosa</i>
Chokecherry F	<i>Prunus virginiana</i>
Antelope Bitterbrush E, F	<i>Purshia tridentata</i>
Fragrant Sumac F	<i>Rhus aromatica</i>
Smooth Sumac F	<i>Rhus glabra</i>
Three-leaf Sumac F	<i>Rhus trilobata</i>
Staghorn Sumac F	<i>Rhus typhina</i>
Golden Current F	<i>Ribes aureum</i>
Wax Currant F F	<i>Ribes cereum</i>
Trumpet goosberry F	<i>Ribes leptanthum</i>
New Mexico Locust	<i>Robinia neomexicana</i>
Austrian Copper Rose F	<i>Rosa foetida bicolor</i>
Desert Rose F	<i>Rosa stellata</i>
Woods Rose F	<i>Rosa woodsia</i>
Garden Sage	<i>Salvia officinalis</i>
Lavender Cotton	<i>Santolina chamaecyparissus</i>
Green Santolina	<i>Santolina virens</i>
Silver Buffaloberry F	<i>Shepherdia argentea</i>
Spiraea	<i>Spiraea bumalda</i>
Snowmound Spiraea	<i>Spiraea nipponica</i> 'Snowmound'
Lilac F	<i>Syringa</i> spp.
Weigela	<i>Weigela florida</i>
Wisteria	<b>Wisteria</b>

Banana Yucca F	Yucca baccata
Soaptree Yucca F	Yucca elata
Narrowleaf Yucca F	Yucca glauca
<b>ANNUALS, PERENNIALS, AND GROUND COVERS</b>	
Sand Verbena	Abronia spp.
Yarrow	Achillea millefolium
Rocky Mountain Columbine	Aquilegia caerulea
Silver Mound	Artemesia shmidtiana
Butterfly Weed	Asclepias tuberosa
Desert Marigold	Baileya multiradiata
Chocolate Flower	Berlandiera lyrata
Trumpet Creeper	Campsis radicans
Indian Paintbrush	Castilleja spp
Snow-in-Summer	Cerastium tomentosum
Lanceleaf Coreopsis	Coreopsis lanceolate
Plains Coreopsis	Coreopsis tinctoria
Cosmos	Cosmos bipinnatus
Purple Coneflower	Echinacea purpurea
Claret Cup Cactus	Echinocerus triglochidiatus
Western Wallflower	Erysimum asperum
Blanketflower	Gaillardia spp.
Scarlet Gaura	Gaura cocci nea
Whirling Butterflies	Gaura lindhiemeri
Annual Sunflower	Helianthus annus
Maximilian Sunflower	Helianthus maximiliani
Hairy Golden Aster	Heterotheca villosa
Coral Bells	Heuchera sanguinea
Perky Sue	Hymenoxys argenta
Scarlet Gilia	Ipomopsis aggregata
Rocky Mountain Iris	Iris missouriensis
Gayfeather	Liatris punctata
Blue Flax	Linum lewisii
Purple Aster	Machaeranthera biglovii
Blackfoot Daisy	Melampodium leucanthum
Wild Four O'clock	Mirabilis multiflora
Yellow Evening Primrose	Oenothera hookeri
White Evening Primrose	Oenothera caespitosa
Missouri Primrose	Oenothera missouriensis
Pale Evening Primrose	Oenothera pallida
Mexican Evening Primrose	Oenothera speciosa
Prickly Pear	Opuntia spp.
Virginia Creeper	Parthenocissus quinquefolia

Penstemon	Penstemon spp.
Purple Prairie Clover	Petalostemum purpureum
Santa Fe Phlox	Phlox nana
Paperflower	Psilostrophe tagetina
Mexican Hat	Ratibida columnifera
Black-eyed Susan	Rudbeckia hirta
Fern Verbena	Verbena bipinnatifida
Woody Aster	Xylorhiza glabriuscula
Prairie Zinnia	Zinnia grandiflora
<b>GRASSES</b>	
Western Wheatgrass	Agropyron smithii
Big Bluestem	Andropogon gerardii
Silver Beardgrass	Andropogon saccharoides
Purple Threeawn	Aristida purpurea
Sideoats Grama	Bouteloua curtipendula
Blue Grama grass	Bouteloua gracilis
Buffalograss	Buchloe dactyloides
Prairie Sandseed	Calamovilfa longifolia
Sand Lovegrass	Eragrostis trichodes
Sheep Fescue	Festuca ovina
Galleta Grass	Hilaria jamesii
Wolftail Grass	Lycurus setosus
Mountain Muhly	Muhlenbergia montana
Bush Muhly	Muhlenbergia porteri
Deergrass	Muhlenbergia rigens
Ring Muhly	Muhlenbergia torreyi
Indian ricegrass	Oryzopsis hymenoides
Little bluestem	Schizachyrium scoparium
Indiangrass	Sorghastrum nutans
Alkali Sacaton	Sporobolus airoides
Sand Dropseed	Sporobolus cryptandrus
Sacaton	Sporobolus wrightii
Needle-and-Thread grass	Stipa comata
New Mexico Feathergrass	Stipa neomexicana
Sleepygrass	Stipa robusta
Threadgrass	Stipa tenuissima

E: Evergreen  
F: Fire Resistant

### Prohibited Plants\*

Common Name	Scientific Name
White Fir	<i>Abies concolor</i>
Corkbark Fir	<i>Abies lasiocarpa</i>
Bigleaf Maple	<i>Acer macrophyllum</i>
Box Elder	<i>Acer negundo</i>
Norway Maple	<i>Acer platanoides</i>
Red Maple	<i>Acer rubrum</i>
Silver Maple	<i>Acer saccharinum</i>
Sugar Maple	<i>Acer saccharum</i>
Common Hackberry	<i>Celtis occidentalis</i>
Arizona Cypress **	<i>Cupressus arizonica</i>
Russian Olive	<i>Elaeagnus augustifolia</i>
Autumn Purple Ash	<i>Fraxinus americana</i>
Green Ash, Marshall's Seedless	<i>Fraxinus pennsylvanica</i> varieties
Blue Spruce	<i>Picea pungens</i>
Engelmann Spruce	<i>Picea engelmannii</i>
Lodgepole Pine	<i>Pinus contorta</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
Southwest White Pine	<i>Pinus strobiformis</i>
London Plane Tree	<i>Platanus acerifolia</i>
American Sycamore	<i>Platanus occidentalis</i>
Arizona Sycamore	<i>Platanus wrightii</i>
Lanceleaf Cottonwood	<i>Populus acuminata</i>
Bolleana Poplar	<i>Populus alba</i> 'Pyramidalis'
Narrowleaf Cottonwood	<i>Populus angustifolia</i>
Lombardy Poplar	<i>Populus nigra</i> 'Italica'
Rio Grande Cottonwood	<i>Populus wislizeni</i>
Douglas fir	<i>Pseudotsuga menziesii</i>
California White Oak	<i>Quercus lobata</i>
Bur Oak	<i>Quercus macrocarpa</i>
Pin Oak	<i>Quercus palustris</i>
Northern Red Oak	<i>Quercus rubra</i>
Weeping Willow	<i>Salix babylonica</i>
Globe Willow	<i>Salix matsudana</i>
Pagoda Tree	<i>Sophora japonica</i>
Saltcedar	<i>Tamarix chinensis</i>
Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'
Redmond Linden	<i>Tilia euchlora</i> 'Redmond'
American Elm	<i>Ulmus americana</i>
Siberian Elm	<i>Ulmus pumila</i>

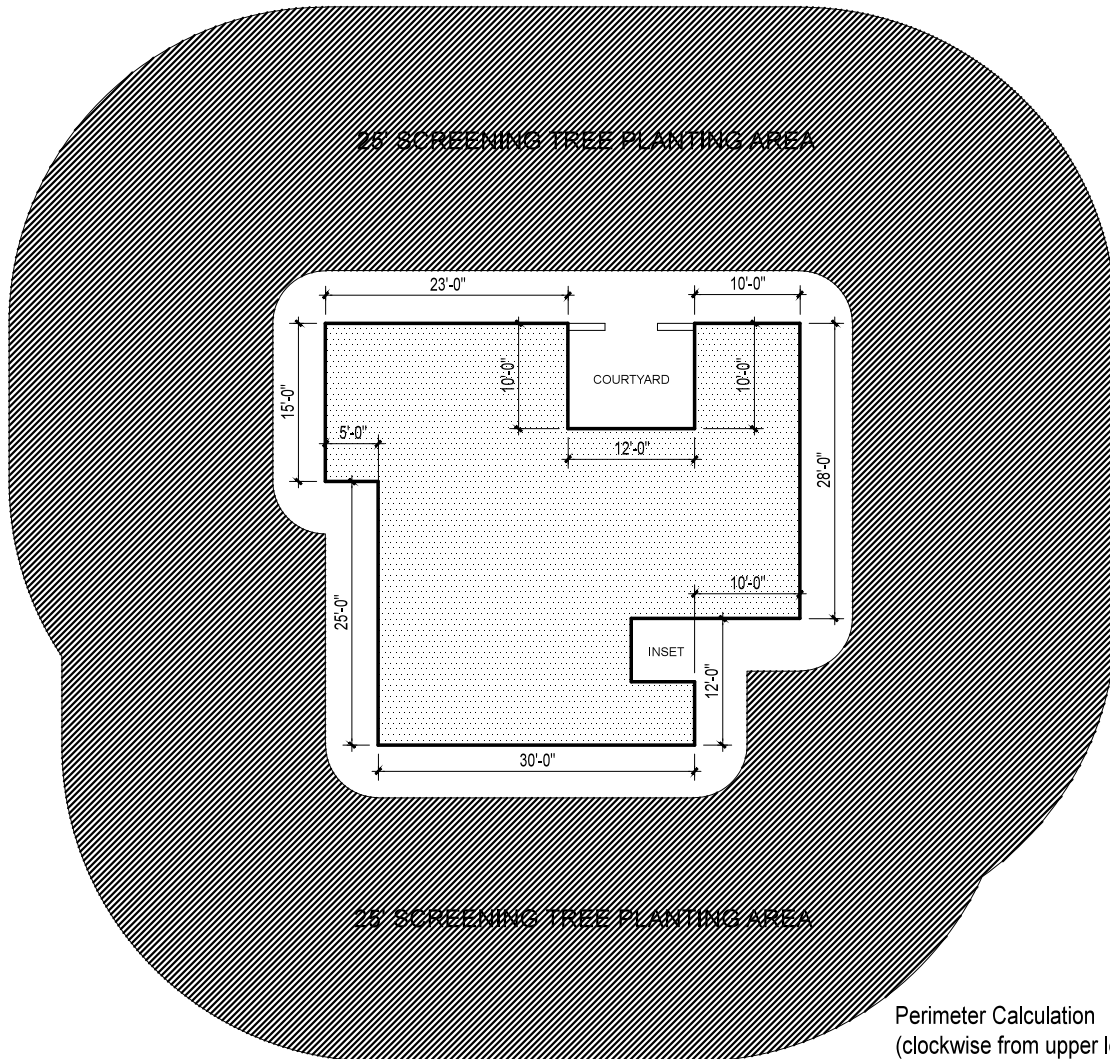
Noxious weeds as defined by the New Mexico Department of Agriculture  
<<http://nmdaweb.nmsu.edu/DIVISIONS/APR/weed.html>> are prohibited.

\* Due to size or invasiveness

\*\* Drought resistant tree - please contact DRC and Landscaping Committee if planting is desired

# ATTACHMENT D

## Perimeter Calculation Illustration



Perimeter Calculation  
(clockwise from upper left):

- 23'
- 10'
- 12'
- 10'
- 10'
- 28'
- 10'
- 12'
- 30'
- 25'
- 5'
- 15'

-----  
190 lineal feet' perimeter

1 tree per 15 lineal feet = 12.66 = 13 trees