



LAS CAMPANAS
MASTER ASSOCIATION

Association Rules

Effective October 26, 2021



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Association Rules & Enforcement

Effective Date: October 26, 2021

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I. Preface

These Las Campanas Master Association (“LCMA”) Association Rules (“Rules”) are promulgated pursuant to Section 5.4 of the Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Las Campanas De Santa Fe (the “Master Declaration”). Except where expressly excluded by the Master Declaration, these Association Rules are applicable to all Owners, residents, lessees, guests, invitees, and contractors. In addition, the Owners, residents and lessees at all times are responsible for their guests, invitees, and contractors complying with these Association Rules. In the event any part of these Rules is deemed to be illegal or inconsistent with the Master Declaration, only such part shall be rendered invalid, and all other portions or sections shall continue in full force and effect. Within the Rules you will find words or phrases that are capitalized within the body of a sentence. This indicates that the word or phrase capitalized is further defined in the section II of the Rules.

Please be advised that failure to comply with these Rules can result in various degrees of sanctions, ranging from written warnings, fines, penalties, liens and/or legal action. In addition, certain continuing violations may be treated, each day, as a new violation resulting in additional penalties. The LCMA Administration office should be contacted if there are any questions about these Rules.

The LCMA, its Board of Directors, its members and its neighborhoods deem it desirable to establish covenants, conditions and restrictions upon the Property and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Project and enhancing the quality of life within the Property.

These Rules for the LCMA provide consistent standards upon which Owners and others can rely. They reflect the best current standards of the community. Circumstances will continue to change and evolve, and these Rules will change accordingly upon adoption by the Board of Directors. In the event of any conflict between any provision of the Rules and any provisions of the Master Declaration, or the Articles, Bylaws or Master Design Guidelines, the provisions of the Rules shall be deemed to be superseded by the provisions of the Master Declaration, the Articles, Bylaws or Master Design Guidelines to the extent of any such conflict.

These Rules are not a representation of all restrictions. Other governing documents of the LCMA including, but not limited to the Master Design Committee (“DRC”) Master Design Guidelines shall be deemed to be part of these Rules as if fully stated herein.

II. Definitions

“Board of Directors” or “Board” shall mean and refer to the Board of Directors of the LCMA, which is the governing body of the LCMA.

“Business Use” shall be construed to have its ordinary, generally accepted meaning and shall include any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. The leasing of an Owner’s own Lot or Parcel shall not be considered a trade or business. Notwithstanding the foregoing, activity shall not be considered “Business Use” if it meets all of the following requirements: (a) is not apparent or detectable by sight, sound or smell from outside the Lot or Parcel on which it occurs, (b) does not involve individuals coming onto the Lot or Parcel who do not reside in the Lot or Parcel or solicitation of residents of the Property by anyone, whether or not a resident, and (c) is consistent with the residential character of the Lot or Parcel and not a nuisance, or a hazardous or offensive use, as may be determined in the sole discretion of the Board. By way of illustration, but not limitation, activities conducted from within a residence solely by telephone, facsimile, or computer, without the use of employees other than those who reside on the Lot or Parcel, to outside parties off of the Property (or wholly without communication to outside parties) are not considered “Business Use” but “Business Use” will exist if the activity involves or requires visits to the Lot or Parcel by actual or prospective customers, clients, or patients, or by others (excluding once a day document delivery services such as Federal Express), as a result of business activities by the Owner or Occupant of the Lot or Parcel. Similarly, the fact that family members or other occupants of a residence are employed in business affairs within the Lot or Parcel will not make such employment a “Business Use” of the Lot or Parcel but visits to the Lot or Parcel are employed for the business purposes of the Owner or Occupant of the Lot or Parcel. The definition of “Business Use” for purposes of this instrument may be clarified, supplemented and interpreted by the Board from time to time, as it may choose in its sole discretion, so long as not materially inconsistent with the terms set forth above.

“Common Area(s)” means Village Common Area and Master Common Area.

“Developer” means Las Campanas Residential Holdings, a New Mexico corporation, its successors and assigns, or any Person to whom Developer's rights hereunder are hereafter assigned in whole or in part by Recorded instrument, or any Mortgagee of Developer which acquires title to or succeeds to the interest of Developer in any portion of the Project by reason of the foreclosure (or conveyance in lieu of foreclosure) or trustee's sale under the Mortgage of said Mortgagee. The term "Developer", as used herein, shall include not only the named Developer but also any of the foregoing successors, assigns, assignees of right(s) and Mortgagees. An assignment by Recorded instrument of all of Developer's rights shall vest in the assignee all of Developer's rights hereunder (including, but not limited to, all of Developer's easements, rights of consent or approval and voting rights) on the same terms that they were held by Developer hereunder. An assignment by Recorded instrument of part of Developer's rights shall vest in the assignee the specific Developer's right(s) named in the instrument of assignment on the same terms that they were held by Developer hereunder. Notwithstanding anything to the contrary herein, an assignment of all or any portion of Developer's rights shall not deprive the assignor of any protection, indemnity or freedom from liability that would otherwise exist under the Master Declaration if the assignor had retained all of the Developer's rights hereunder.

“Domestic Worker(s)” shall mean any person providing services to a resident that is not a licensed business or corporation.

“DRC” shall mean and refer to the Master Design Committee of the LCMA.

“Dwelling Unit” means any building or portion of a building situated upon a Lot or Parcel, or a residential Condominium Unit, designed and intended for use and occupancy as a residence by a Single Family.

“Estate” means Village.

“Golf Facilities” means any golf course(s) and related facilities constructed (or planned) at the Project (as such golf course property and facilities may be specified by Developer from time to time by Recorded instrument), and all appurtenances thereto (including, but not limited to, easements benefiting said property), including the maintenance and other buildings, vehicles and equipment associated therewith, together with any clubhouses and related facilities used in connection with any golf course. The Golf Facilities are not part of the Property nor are they Master Common Areas. It is not contemplated that the Golf Facilities will be annexed to the Property and thereby subjected to the Master Declaration, but Developer, at its election, may elect to annex all or any portion(s) of the Golf Facilities to the Property at any time(s).

“Lot” means any area of the Property designated as a Lot on any subdivision plat Recorded by or with the consent of Developer and limited by a Village Declaration to either Single Family Residential Use or Cluster Residential Use; and any Condominium Unit within the Property designated in a condominium declaration Recorded by or with the consent of Developer. The term “Lot” shall not apply to or include any area which is operated by the Owner of property having a Land Use Classification of Resort Hotel Use and such areas shall be deemed a part of the area classified as Resort Hotel Use.

“Master Association” means The Las Campanas Master Association, a New Mexico non-profit corporation, its successors and assigns.

“Master Association Land” means such part or parts of the Property and such buildings, structures and improvements thereon, and other real or personal property or interests therein as the Master Association may at any time own in fee or in which the Master Association may at any time have a leasehold interest including, but not limited to, Master Common Areas, for as long as the Master Association is the owner of the fee or leasehold interest, including any Private Streets owned by the Master Association.

“Master Common Areas” means all real property interests (not just fee title and leasehold interests) and the improvements or amenities thereon which may from time to time be owned or leased by the Master Association or otherwise held by the Master Association for the common use and enjoyment of the Owners and Occupants. The Master Common Areas include, but are not limited to, the Private Streets, security guard gates, key gates and like gates at entrances to the Project or Property (as distinguished from such gates at the entrance to a particular Village) and other Master Association Land. The Master Common Areas do not include any Golf Facilities or the portions of the Project provided for in Section 4.5 of the Master Declaration which are not annexed to the Property. Any real property interests, and improvements or amenities thereon, which are described as part of the “common areas” in a Supplemental Declaration or in a Recorded plat shall, for all purposes, be integrated into and deemed to be a part of the Master Common Areas subject to the Master

Declaration, unless otherwise specified in the Supplemental Declaration or the Recorded plat.

"Master Design Guidelines" means the rules, regulations, restrictions, architectural standards and design guidelines from time to time adopted by the Master Design Committee pursuant to Section 12 of the Master Declaration.

"Member" means every Person who is a member of the Master Association.

"Membership" means a membership in the Master Association. "Membership" and "Member" do not in any manner imply or refer to membership rights or privileges which may exist by contract with respect to the Golf Facilities and other recreational amenities at the Project.

"Occupant" means any Person, other than an Owner, in rightful possession of any portion of the Property, whether as a guest, tenant or otherwise.

"Owner" means the record owner, whether one or more Persons, of fee simple title, whether or not subject to any Mortgage, of any real property which is a part of the Property, including contract purchasers but excluding those having such interest merely as security for the performance of an obligation. If fee simple title to any property is vested of Record in a trustee pursuant to New Mexico law (as amended from time to time), legal title shall be deemed to be in the beneficiary.

"Parcel" means an area of real property within the Property limited by a Recorded Village Declaration to one of the following Land Use Classifications: Residential Condominium Use (but only until the condominium declaration therefor is Recorded), General Commercial Use (unless and until a condominium declaration therefor is Recorded), Resort Hotel Use, Rental Apartment Use, Social Facility Use, Recreational Facility Use or Health Facility Use. The term Parcel shall also include an area of land within the Property as to which a Village Declaration has been Recorded designating the area for Single Family Residential Use or Cluster Residential Use, but which has not yet been subdivided into Lots and related amenities and rights-of-way, but any such area shall cease to be a Parcel upon the Recordation of a subdivision plat or other instrument covering the area and creating Lots or Condominium Units and related amenities. A Parcel shall not include a Lot or any Exempt Property but, in the case of staged developments, shall include areas not yet included in a subdivision plat, condominium declaration or other Recorded instrument creating Lots and related amenities.

"Person" means an individual, corporation, partnership, trustee or other entity capable of holding title to real property, and their respective heirs, personal representatives, successors and assigns.

"Private Roads" and "Private Streets" are synonymous and mean any street, roadway, drive, sidewalk, walkway, path or other right-of-way within, or partly within, the Property which, except as hereinafter provided, has not expressly been dedicated to the public use and is not required to be maintained under any Village Declaration (and include, but are not limited to, the streets and rights-of-way within the Property designated as private access ways and public utility easements and which are not required to be maintained under any Village Declaration).

"Project" means the area that has been master planned and zoned as a multi-use development as described in the recitals of the Master Declaration.

"Property" means any real property made subject to the Master Declaration by annexation pursuant to Section 16 of the Master Declaration.

"Single Family" means one individual or a group of individuals, each related to the other by blood, marriage or legal adoption.

"Village" means the entire area within the Property subject to a single Village Declaration.

"Village Common Area" means those areas, amenities and facilities within a Village which are intended predominantly or exclusively for the general benefit of the Owners of property in such Village or the Occupants thereof, such as development landscaping, perimeter walls of the Village, designed for the general benefit of all Owners and Occupants of the Property. The term shall not include Party Walls between two Lots or Dwelling Units in a Village unless a Village Declaration specifically obligates the Master Association to maintain such walls.

"Village Declaration" means a declaration and/or supplemental declaration recorded pursuant to Sections 4.1 and 14 of the Master Declaration.

III. Property Rights Rules

1. Common Areas and Access

Every Owner and Occupant shall have a nonexclusive right to use and enjoy the Master Common Areas subject to the Association Rules, including, but not limited to, the following:

- The roadways within the gated residential areas of Las Campanas, as well as Clubhouse Drive and Trailhead Drive, are private. Owners or Occupants must contact security or use the Open Path application through the website to request a pass for guests and visitors.
- No Owner may delegate the right to use and enjoy the Master Common Areas to any Person, except to the members of their immediate family, to Occupants of their Lot or Parcel, or their invitees, unless permitted by the Association Rules or other authorized functions without being sponsored by a resident.
- The LCMA owns and/or maintains a number of Common Areas which are accessible to all Owners and Occupants. Many of these Common Areas are maintained by the LCMA, but a number are left in their natural state. Use of these Common Areas is at risk of the user; however, use of the Common Areas should be guided by polite consideration toward the Las Campanas community as well as observance of the LCMA Master Declaration and Association Rules. Any activity which causes damage to the Common Areas is prohibited.
- The Golf Facilities are NOT Common Areas, are not subject to the Master Declaration, and no provision of the Master Declaration gives, or shall be deemed to give, any Owner or Occupant the right to use the Golf Facilities.

2. Contractor Working Hours are as follows:

- Monday – Friday 7:00 a.m. to 6:00 p.m.
- Saturday 8:00 a.m. to 4:00 p.m.
- No construction is permitted on Sundays or on the following designated holidays;
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Years Day

Construction hours are subject to change with reasonable notice as determined by the DRC.

After all structures have been completed on the Lot and a certificate of occupancy has been obtained, exceptions may be made for contractors working inside a home, or in the case of an emergency or otherwise exigent circumstance, to protect health and safety of Owners and Occupants as permitted by the Director of Safety and Security or the General

Manager. Other exceptions are as follows:

- Individual(s) performing in-house cleaning or personal service tasks.
- Individuals performing home healthcare services.

Real estate agents will be granted unrestricted access during the hours of 7:00 a.m. to 7:00 p.m. seven (7) days a week. Real estate agents, or Owners acting as agents (sales-by-owners) must accompany the customers/clients at all times while the customers/clients are in the community. Customers/clients are not permitted unescorted entry or re-entry.

Open houses through the Santa Fe Association of Realtors will be permitted on Wednesdays from 10:00 a.m. until 1:00 p.m., and Sundays from 1:00 p.m. until 4:00 p.m. Standard sandwich board signs will be permitted at the entrances to the estates and in front of the residence *during these times only*.

Special event open houses must be pre-authorized in advance with the LCMA Administration and Security Department. Notification is required a minimum of seven (7) days prior to the proposed event.

Unauthorized signage will not be permitted at any estate entrance or in front of any residence other than on the designated days and times stated above.

3. Occupancy of Dwelling/Leases

A. Las Campanas is intended for residential use only as follows:

- Single Family Residential Use, which may include Master Common Areas and Village Common Areas.
- Cluster Residential Use, which may include Master Common Areas and Village Common Areas, and which shall consist of Lots with Dwelling Units intended for Single Family occupancy and may include those types of residential housing arrangements known as patio homes, townhouses, clustered housing, zero-lot line housing and similar arrangements, together with related areas intended for the use and enjoyment of the Owners and Occupants of the Lots in the cluster development.

B. Short-Term Rentals are restricted as follows:

- No rental or lease of a Dwelling Unit shall be for a period of less than thirty (30) consecutive days. If a rental or lease of a Dwelling Unit ends prior to the end of the thirty (30) day period, no subsequent rental or lease may commence until the end of the thirty (30) day period for the prior rental. A copy of each lease agreement shall be provided to the Association prior to the commencement of the lease.

No Dwelling Unit shall be used to operate a bed-and-breakfast or similar accommodation, where any types of meals are provided with the rental or lease of the Dwelling Unit.

4. Golf Facilities

Golf Facilities are the property of the Club at Las Campanas and include the Sunrise and Sunset golf courses and pathways, the Swim, Tennis and Spa Facility, and the Equestrian Center and Log Cabin.

The use and enjoyment of these facilities is for the members and the guests of these Golf Facilities only.

- Dogs, regardless of whether restrained by a leash, shall not be allowed on the Golf Facilities, including, but not limited to, any golf course or cart path.

- Portions of the Property may abut or otherwise be in the proximity of the Golf Facilities (including, but not limited to, the Sunrise and Sunset Golf Courses). Each Owner and each other Person acquiring such an ownership of a Lot or Parcel acknowledges that the Property is subject to the sights, sounds, smells, and other impacts resulting from golf activities including, but not limited to, the activities of golfers, golf maintenance equipment and personnel, irrigation and fertilization activities, and the risk of errant golf balls causing personal injuries or property damage. Such risks may include, but are not limited to, (i) noise from individuals and equipment, (ii) view restrictions from maturation of trees and other plant materials, (iii) use of effluent in irrigation including, but not limited to, the risk of overspray and runoff leaving the golf course, (iv) reduction of privacy resulting from pedestrian and vehicular use of the golf course and periodic pruning and/or removal of trees and other plant materials, and (v) the likelihood of golf balls striking improvements or individuals outside of the golf course boundaries. Each such Owner and other Person accepts the risk of all such activities and occurrences and releases Developer and the owner and operator of the Golf Facilities (and each portion of them) if the owner and/or operator is other than the Developer, and all golfers using the Golf Facilities, from all claims, demands, damages, costs, liabilities and obligations (known and unknown) resulting from normal operation, maintenance and use of the Golf Facilities (including, but not limited to, those resulting from negligence), except those which may arise from gross negligence or willful or wanton conduct.

IV. Property Maintenance Rules

- A. No building or structure on the Property shall be permitted to fall into disrepair and each such building and structure shall at all times be kept by the Owner in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, such building or structure shall be immediately repaired or rebuilt or shall be demolished and the portion of the Property upon which such improvements were located shall be cleared and restored to a presentable and safe condition.
- B. Each Owner shall keep all shrubs, trees, hedges, grass and plantings of every kind located anywhere on their Lots(s) or Parcel(s) (including setback areas, easements and Common Areas), neatly trimmed, shall keep all such areas properly cultivated and free of trash,

weeds and other unsightly material and shall maintain all paved, concrete and other synthetically surfaced areas, including, but not limited to, driveways, roadways and parking areas, in good condition and repair.

- C. No Owner shall permit anything or condition to exist upon the Property which shall induce, breed or harbor infectious plant disease or noxious insects.
- D. In the event any portion of any Lot or Parcel is so maintained as to present a public or private nuisance or an unreasonable condition (as determined by the Board and the DRC) with respect to other Owners or Occupants, or as to detract substantially from the appearance or quality of the surrounding Lots and Parcels or other areas of the Property or the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Parcel is being used in a manner which violates the Master Declaration or any Village Declaration applicable thereto, or in the event the Owner of any Lot, Parcel or portion thereof is failing to perform any of its obligations under the Master Declaration, any Village Declaration or applicable Master Design Guidelines, the Board may by resolution make a finding to such effect (with the concurrence of the DRC), specifying the particular condition or conditions which exist, and pursuant to the enforcement policies of the LCMA, the Board may cause such action to be taken at the Owner's cost. If the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause remedial action to be taken. The cost of any such remedial action shall become an individual charge against the offending Owner and the Owner's Lot or Parcel and shall be secured by the assessment lien. Notwithstanding the foregoing, if the Board believes that immediate action is or may be necessary to avoid a risk of serious physical injuries to persons or damage to property, the Board shall be entitled to take whatever action it may believe to be minimally necessary to guard against or prevent such injuries or damage without being required to follow time periods specified in the enforcement policies after giving notice to the affected Owner.
- E. Undeveloped Lots or Parcels shall be neat in appearance so as not to detract from the appearance or quality of the surrounding Lots and Parcels. Such maintenance shall include removal of dead, diseased or fallen trees and limbs.
- F. Natural drainage ways occur frequently throughout Las Campanas and may not be obstructed. Arroyos and drainage ways, to the extent practical, are to be left free and unimpeded in their natural states. No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Owner. Ensure that when driveways intersect streets, existing road-shoulder drainage patterns are maintained.
- G. No tree, shrub, or planting of any kind on any Lot or Parcel shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other Common Area from ground level to a height of eight feet without the prior approval of the DRC.

V. Architectural/Improvement Rules

Design Review Overview

The DRC oversees the residential development in Las Campanas in accordance with the Master Design Guidelines, as well as with any supplementary guidelines that pertain to development within individual subdivisions and their respective signage. The Committee evaluates each proposed design for appropriateness to its Lot and compliance with the Guidelines. Depending upon individual circumstances, the Committee may determine that designs deemed acceptable in

one situation are not acceptable in another. The Committee's overall objective is to help ensure that all Las Campanas homes harmonize with the environment and with each other.

The following refer to certain Master Design Guidelines most likely to be referenced by Owners. Please check our website for the Master Design Guidelines in their entirety. Copies are also available at the LCMA office.

1. DRC Property Improvement Approvals

- A. No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any property within the Property, or the improvements located thereon, from its natural or improved state, shall be made or done without the prior approval of the DRC, except as otherwise expressly provided in the Master Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, or made without the prior written approval of the DRC. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots or Parcels, shall be subject to the prior written approval of the DRC. No changes or deviations in or from the plans and specifications approved by the DRC shall be made without the prior written approval of the DRC. Notwithstanding the foregoing, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of Persons or property within the Property, the Board, the General Manager and Developer shall have authority (without the prior approvals described above) to take whatever remedial action may be necessary anywhere in the Property to protect Persons and property until such time as applicable approval procedures can reasonably be utilized.
- B. Plans for landscaping, swimming pools and enclosures, satellite dish antennae, solar panels, fountains, statues and play equipment must also be approved by the DRC before installation.
- C. All exterior artwork, including sculpture and applied art, must be screened from other Lots, streets and public areas and must be contained in the developable area for the Lot and within the private zone or transition zone of the Lot. (See the Master Design Guidelines for details.) No such exterior artwork shall be located on a Lot on which no residence has been constructed. All exterior artwork must be submitted to the DRC for approval of placement and method of screening from other Lots, streets and public areas. Water features shall not be visible from other Lots, streets, or public areas; water features must be submitted to the DRC for approval.

2. DRC Property Improvement Progress and Completion Inspections

The DRC has certain completion timelines for permitted property improvement projects. The progress of construction will be monitored to ensure that compliance with the approved project's design as submitted for review is taking place, and completion within the permitted allotted time. Refer to the Master Design Guidelines for specifics. All permitted improvements must be completed within the allowable timeline or fines and/or other penalties shall be imposed. Each day of non-compliance will be considered a subsequent violation with progressive fines unless extenuating circumstances exist in the sole judgment of the DRC, which may grant reasonable extensions.

VI. Use Restriction Rules

1. Signs

No sign of any kind shall be displayed to the public view from any Lot or Parcel or any Village Common Area or Master Common Area without the approval of the LCMA, except:

- Such signs as may be required by legal proceedings, or the prohibition of which is precluded by law;
- Such signs as may be required for traffic control and regulation of Common Areas; and
- As may be approved by Developer or the DRC, street and directional signs and signage in the area of any gatehouse serving an Estate to identify the area served by the gatehouse.

No "For Sale" or "For Rent" sign may be posted on the Property without the approval of the LCMA. However, it is anticipated that each Owner will, in accordance with applicable provisions of the Rules, be permitted to have one "For Sale" or "For Rent" notice in a form approved by the LCMA on the LCMA website.

2. Outdoor Play Equipment/ Toys/Basketball Goals

Swings and other children's play equipment may be installed at a residence if approved in writing in advance by the DRC, and must, to the extent reasonably possible, be screened from other Lots, streets and public areas, and may be required to be (or be painted to be) a natural, non-reflective color to blend with the surroundings. (See Master Design Guidelines for details.)

3. Antenna/Satellite Dishes/Electrical Utility Lines/Flagpoles

- A. No radio, television or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot or Parcel unless permitted by the Rules or in accordance with the Master Design Guidelines.
- B. No lines, wires, or other services for the communication or transmission of electric current or power or electromagnetic impulses, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Property unless they are contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the DRC.
- C. Flagpoles and other structures for hanging or displaying flags, banners or similar items shall be subject to applicable requirements of the DRC.

4. Machinery and Equipment

- A. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Parcel except (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements.

- B. All outdoor mechanical equipment, such as air-conditioning condensers and generators, must be fully screened by walls from other Lots, streets and public areas, regardless of sound levels as approved in writing by the DRC.

5. Solar Collectors and Roof-Mounted Equipment

Should a homeowner wish to install solar collectors or any roof-mounted equipment onto an existing house or guesthouse, details of such installation (including required screening) shall be submitted to the DRC, and approval obtained before installation. It is recommended that Owners discuss the design, placement and shielding of these devices with a representative of the DRC prior to purchasing any equipment.

6. Parking

A. Parking Rules for Larger Estate Lots

The following rules shall govern parking in these neighborhoods: Estates I, II, III, IV, V (Club Estates), VII, VIII (Park Estates), Black Mesa, The Estancias, Haciendas Del Corazon, Mesa de Oro, Ranch Estates, Silver Mesa, Tesoro Enclave, and the Lots within Los Santeros except those Lots identified under “Parking Rules for Smaller Estate Lots” below.)

Vehicles of Residents

All vehicles of resident(s) shall be parked within an enclosed garage. The garage doors shall be closed unless the garage is in active use.

Guest Parking

Each Lot has an area approved on the original plans to accommodate a minimum of two spaces as guest parking. Guest parking areas are intended for temporary use by guests only, not for resident parking. Guest parking is limited to a maximum of seven (7) consecutive days unless the General Manager grants an extension.

Residents may temporarily park vehicles in guest parking areas. However, overnight parking between 1 a.m. and 7 a.m. is prohibited.

Guest parking shall, where practical, be located to minimize visibility from other Lots, streets, and public areas. Guest parking is not permitted in the area for backing out of garages. Screen walls and/or landscaping shall be required whenever the guest parking is visible from other Lots, streets, or public areas.

On-Street Parking

On-street parking of resident or guest vehicles is prohibited. In case of a special event that requires street parking, Las Campanas Security shall be notified at least 24 hours in advance of the event. Cars parked for an event shall not remain on the street overnight between the hours of 1 a.m. and 7 a.m.

Other Vehicles

Except if kept inside an enclosed garage, parking or storage of the following vehicles and equipment is prohibited on Lots: Recreational vehicles, motorhomes, campers, boats or other watercraft, buses, all-terrain vehicles, utility trailers, show/performance/competition vehicles, large trucks, any disabled or unregistered vehicles, and any vehicles not in regular use.

A recreational vehicle or travel trailer may temporarily park in guest parking to load and unload. However, overnight parking between 1 a.m. and 7 a.m. is prohibited.

B. Parking Rules for Smaller Estate Lots

The following rules shall govern parking in these neighborhoods, which do not have approved guest parking areas: Las Terrazas, The Pueblos and much of Los Santeros, specifically Puertas, Valverde, Tierra Que Canta (Tracts B and H once developed), Las Melodias, and the Villas I.

Vehicles of Residents

All vehicles of resident(s) shall be parked in the enclosed garage. The garage doors shall be closed unless the garage is in active use.

Guest Parking

Guests may park in the driveway of the residence. Guest parking areas are intended for temporary use by guests only, not for resident parking. Guest parking is limited to a maximum of seven (7) consecutive days unless the General Manager grants an extension.

Residents may temporarily park vehicles in guest parking areas. However, overnight parking between 1 a.m. and 7 a.m. is prohibited.

On-Street Parking

On-street parking of resident or guest vehicles is prohibited. In case of a special event that requires street parking, Las Campanas Security shall be notified at least 24 hours in advance of the event. Cars parked for an event shall not remain on the street overnight.

Other Vehicles

Except if kept inside an enclosed garage, parking or storage of the following vehicles and equipment is prohibited on Lots: Recreational vehicles, motorhomes, campers, boats or other watercraft, buses, all-terrain vehicles, utility trailers, show/performance/competition vehicles, large trucks, any disabled or unregistered vehicles, and any vehicle not in regular use.

A recreational vehicle or travel trailer may temporarily park in the driveway to load and unload. However, overnight parking between 1 a.m. and 7 a.m. is prohibited.

7. Safe and Sanitary Conditions

- A. No garbage or trash shall be kept, maintained or contained in or upon the Property so as to be visible from a Lot or Parcel or the Common Areas except temporarily, in containers approved by Rules, for pickup. No incinerators shall be kept or maintained on the Property. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property.

It shall be the responsibility of each Owner of a Lot or Parcel within an Estate to contract for and utilize such trash and garbage removal or scavenger services as may be necessary to keep the Owner's Lot or Parcel, and any Common Areas subject to the Owner's control, clear of trash, garbage and debris and otherwise in compliance with applicable requirements of the Master Declaration. The LCMA can facilitate the enrollment of services. Please contact the LCMA for details.

- B. Each Owner or Occupant shall maintain and keep their Lot or Parcel at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners and Occupants of their respective Lots or Parcels or the Common Areas.
- C. Other than barbecues, in properly constructed barbecue pits or grills, and fire pits in compliance with the Master Design Guidelines, no open fires shall be permitted on the Property nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Master Common Areas or for other Owners. All outdoor fire pits and fireplaces must be off or otherwise extinguished by 11:00 p.m.
- D. The discharge of any type of fireworks is prohibited at any time or for any reason on a Lot, Parcel or any Common Area in Las Campanas.
- E. Unsafe driving is considered to adversely affect the health, safety, or welfare of Owners or Occupants. The following are considered unsafe and are prohibited:
- Driving at a speed that is above the posted limit and/or unsafe for driving conditions.
 - Passing a vehicle where it is unsafe and/or illegal to do so.
 - Failing to stop at a traffic control device and/or failure to yield the right-of-way.
 - Entry into Las Campanas without authorization (including piggy-backing through gated entries).
 - The use of golf carts and similar unlicensed vehicles on the Private Streets and Roads, and streets and roads within any Estate.

8. Household Pets and Farm Animals

- A. Commonly accepted household pets are identified as animals commonly kept as household pets in the United States and include: dogs, cats, caged birds kept inside the residence, gerbils, hamsters, guinea pigs, ferrets, chinchillas, domestic rabbits, iguanas, non-poisonous lizards and snakes, freshwater and saltwater fish and other aquatic animals commonly kept in household aquariums.
- B. Except as expressly permitted in Village Declarations within an area permitted for horse

privileges, farm animals and poisonous reptiles are not allowed on any Lot, and no pens, stables, coops, or exterior housing facilities for any animals shall be constructed or maintained on any Lot or Parcel, other than a dog run or dog kennel as approved in writing by the DRC. Farm animals include: members of the equestrian family (including horses, mules, burros and ponies), members of the bovine family (cows, bull or steers), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, llamas, alpacas and other animals associated with a farm, ranch or stable.

- C. No animals of any kind may be kept, bred or raised for commercial purposes.
- D. No animals shall be allowed to run outside the exterior boundaries of any Lot or Parcel without a leash and shall not be allowed to create an unreasonable annoyance or disturbance within the neighborhood.
- E. All pet waste deposits on any Common Area shall be removed immediately and disposed either by the Owner or Occupant of the pet in their own trash receptacle or in the receptacles placed in the Common Areas and maintained by the LCMA.

9. Clothes Drying Area

No portion of the Property shall be used as a drying or hanging area for laundry of any kind. All such facilities shall be provided within the buildings to be constructed on each Lot or Parcel.

10. Lighting

Las Campanas' philosophy of preserving the undisturbed high desert applies to both its daytime and nighttime appearance. The goal is to allow for the minimum lighting necessary to provide for safety, security, and the enjoyment of outdoor living, while not impairing views of dramatic nighttime panorama of city lights or the natural darkness of the desert sky.

- A. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or Parcel which, in any manner, will allow light to be directed or reflected on the Master Common Areas, or any part thereof, or any other Lot or Parcel, except as may be expressly permitted by the Rules or the Master Design Guidelines. No tennis courts may be lighted except as may be permitted by the Board or Master Design Committee.
- B. Interior lighting becomes a neighborhood concern when the light that spills to the exterior of the residence and causes glare when seen from other Lots, streets or public areas. Special care and attention should be given to the orientation and brightness of display lighting and other intense accent lighting that may be reflected to the exterior, particularly through high windows, clerestories, or skylights. No light sources pointing up or out, or visible through high windows, clerestories, or skylights are allowed. No interior garage lighting may be illuminated for extended periods after 11:00 p.m.
- C. Exterior lighting may serve one of three general purposes: a) safety, b) security, and c) visual enjoyment of outdoor living spaces:

Safety Lighting

Safety lighting shall be used to illuminate vehicular and pedestrian circulation only and is to be used only when receiving guests or circulating outdoors. Lighting that is used to illuminate outdoor pedestrian areas is to be used only when residents are receiving guests or circulating outdoors. Safety lighting shall be a maximum of forty (40) watts incandescent or the LED/CFL equivalent emanating no more than five hundred (500) lumens. Safety lighting that is hardwired may be installed using a timer and must follow the exterior lighting policy or must be manually operated and may not be equipped with motion detectors or photocells.

For parking areas and driveways, lighting may be used (and will be considered Safety Lighting) to provide illumination for access from the street to a garage, provided the lights are at grade (and mounted on posts or otherwise mounted not over 18 inches above the ground, with covers or canopies so that light is cast downward) and each fixture shall be a maximum of twenty five (25) watts incandescent or the LED/CFL equivalent emanating no more than two hundred fifty (250) lumens and are consistent with low wattage landscape path lighting; such lights also must otherwise comply with requirements for down lights in the Master Design Guidelines.

No solar path lighting is allowed; and lighting may not be installed to give the appearance of runway lighting.

Such lighting shall be on a separately switched circuit, independent of other lighting, and shall be left on only when residents expect to return home after dark or are expecting guests.

Security Lighting

Security lighting (flood type) is intended to provide bright illumination during emergency situations only. It must be circuited and controlled separately from any and all other lights. It must be mounted in an approved manner, must be aimed within ten (10) degrees of vertical, and must be shielded to allow for no light above forty five (45) degrees and no visible light source. The DRC reserves the right to reject a downward light if in its sole discretion, it appears excessive, inappropriate, or not in conformance with the lighting provisions of Las Campanas.

Each fixture shall be a maximum of seventy-five (75) watts incandescent or the LED/CFL equivalent emanating no more than nine hundred fifty (950) lumens. It must be circuited and controlled separately from any, and all other lights. Security lighting that is hardwired may be installed using a timer and follow the exterior lighting policy or must be manually operated and may not be equipped with motion detectors or photocells.

Security lights must be contained within appropriate exterior canisters, having a cut off equal to or less than forty five (45) degrees (and be limited to a beam angle not to exceed forty five (45) degrees from the vertical nadir and a field angle no greater than eighty (80) degrees from the vertical nadir), and may not be bare bulbs. Security lights may be placed high up on an exterior wall and are not limited by the height restrictions for exterior visual enjoyment lighting.

Visual Enjoyment Lighting

Lighting intended to illuminate exterior living areas, including landscaping behind walls, must be turned off no later than 11:00 PM. Each fixture shall contain non-visible bulbs, be non-glaring, with a maximum wattage for any single light fixture being forty (40) watts incandescent or the LED/CFL equivalent emanating no more than five hundred (500) lumens. Fixtures that are visible from other Lots, streets or common areas will be considered safety lighting. Visual enjoyment lighting that is hardwired may be installed using a timer and follow the exterior lighting policy or must be manually operated and may not be equipped with motion detectors or photocells.

Shielding

All fixtures must be fully shielded, with a maximum beam spread of eighty (80) degrees from vertical. No exposed bulbs are allowed. Pendant and lantern type fixtures must be modified to project down light only or up and down light if under portals. Hand blown seeded glass is not permitted. All exterior lights are required to be either up-lights or down-lights.

Orientation

All exterior lights shall be considered either up-lights or down-lights in accordance with the Master Design Guidelines. See the Master Design Guidelines for details.

Address Identification

Each residence shall have an address identification sign showing its address number. Street names, Owner's names, and house names are not permitted on address identification signs. See the Master Design Guidelines for details. They may be lit by one (1) low-voltage light fixture that must not exceed twenty (20) watts and should preferably be mounted on the sign as a down light. Such lighting shall be on a separately switched circuit, independent of other lighting.

Other Exterior Lighting

Additional external lighting beyond that allowed in other Estates might be required for nighttime access to the barn, stables and paddocks in those Estates allowing such improvements. External lighting fixtures mounted on barn or stable walls must have the light sources shielded per the Master Design Guidelines. A remote switch can control this external lighting.

Holiday Lighting and Decorations

Acceptable lighting would include a reasonable number of traditional luminarias (including electric versions) at traditional locations on or about the house and a limited amount of string lights on the house or on trees or bushes within the architectural landscape zone, lighting of any kind other than up lights confined to courtyards not casting light visible from other lots, streets or common areas is also acceptable.

Decorations and holiday lighting may be displayed beginning the weekend before Thanksgiving.

Decorations and holiday lighting must be removed before the second Monday in January.

Holiday lighting must be turned off no later than 11:00 pm nightly.

Holiday decorations must be in keeping with the standards and design of Las Campanas and no residence should stand so apart in its decorations as to detract from the overall environment of Las Campanas.

11. Business Uses and Garage/Yard/Estate Sales

- A. No Business Use or other nonresidential use shall be made on any Single Family Residential property. Lots may be used for residential purposes and none other. No business or commercial building may be erected on any Lot and no Business Use or other nonresidential use may be made of any part of a Lot.
- B. Lot Owners/lessees are precluded from conducting or hosting yard sales, garage sales, or estate sales on residential lots at any time or for any reason.

VII. Nuisance Rules

- A. No Owner shall permit or suffer anything to be done or kept about or within his Lot or Parcel, or on or about the Property, which will obstruct or interfere with the rights of Developer, other Owners, Occupants or authorized Persons to use and enjoy the Common Areas, or annoy them by unreasonable noises or otherwise, nor shall an Owner commit or permit any nuisance or commit or suffer any illegal act to be committed therein or thereabout. Each Owner shall comply with the Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the Property.
- B. It is the policy of the LCMA to create and maintain an environment for Members, Occupants, employees, and contractors that is safe, peaceful, pleasant and free from hostility, intimidation and harassment. Harassment is hereby defined as conduct that is intended to make or that otherwise results in making another person feel threatened, intimidated, fearful, tormented, or demeaned. Such conduct includes, but is not limited to the use of rude, unpleasant or offensive words, signs, gestures, jokes or pranks, as well as unwelcomed physical contact, and violence. An individual's conduct will be considered in violation of this policy when the harassment is sufficiently severe or pervasive as to create an environment that a reasonable person would consider intimidating, hostile, or abusive, or would interfere with their ability to effectively carry out their responsibilities as an Association employee or contractor.

Members and Occupants shall refrain from any type of harassment toward an individual based upon race, color, creed, sex, sexual orientation, national origin, or age. Members shall not in any way harass, threaten, or intimidate any Member, Occupant, employee or contractor.

All Members and Occupants are expected to conduct themselves in a civil, courteous manner and must not jeopardize or interfere with the rights and privileges of others.

Conduct is considered uncivil or discourteous if a person is visibly intoxicated, engages in rudeness, personal attacks, insults, name-calling, or derogatory language. Loud, profane, or abusive language is prohibited.

All Members and Occupants are expected to show respect for LCMA management and staff. No Member or Occupant or any agent or invitee of either shall interfere with the duties of LCMA management, employee, or independent contractors.

Members will be held responsible for the conduct of Occupants, family members, guests, and invitees (including contractors and their sub-contractors) while within Las Campanas. Compliance with this harassment policy and all governing documents is the responsibility of Members.

Staff personnel are expected to report inappropriate discourteous behavior that is experienced at the hand of a Member, Occupant or any agent or invitee of either, to a Board member or the General Manager. Harassment claims will be investigated in a timely manner either by the Board of Directors, a Committee of the LCMA, or the General Manager, as appropriate.

Any Member or other person meant to be covered hereby found in violation of this harassment policy will be subject to appropriate remedial action, including, but not limited to warnings, fines, and injunctive relief being sought against him/her, and/or requiring all future communication with the Member to be in writing. Such remedial action shall be at the sole discretion of the Board of Directors.

VIII. Construction Rules

1. Introduction

The LCMA recognizes and appreciates the valuable role that contractors play in the ongoing evolution of our development. Their high levels of skill, professionalism and dedication have helped give Las Campanas the exceptional reputation it enjoys. To help promote continued close relations, and in order to assure that the natural desert landscape of Las Campanas is not unduly damaged during construction, all contractors and Owners shall be bound by the following construction regulations, and any violation by a contractor shall be deemed to be a violation by the Owner of the Lot.

Violations of the construction regulations are regarded as a serious matter, and contractors will be required, whether communicated verbally or by letter, to correct any violation within a stated period of time.

Copies of all written correspondence with a contractor or architect will also be sent to the Lot Owner.

The terrain at Las Campanas is a fragile environment that often takes years to recover from disturbance. We ask that contractors and Owners remain aware of this and disturb the existing vegetation as little as possible during construction. This also avoids costly irrigation and re-vegetation after the construction process.

2. Daily Operation

- Monday – Friday 7:00 a.m. to 6:00 p.m.
- Saturday 8:00 a.m. to 4:00 p.m.
- No construction is permitted on Sundays or on the following designated holidays;
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Years Day

Construction hours are subject to change with reasonable notice as determined by the DRC.

Exceptions will be made for contractors working inside a home, or in the case of an emergency or otherwise exigent circumstance, to protect health and safety of Owners and Occupants as permitted by the Director of Safety and Security or the General Manager.

Projects found conducting construction activity in violation of these Guidelines, will be required to leave the community upon discovery and face enforcement action by the Master Association.

3. Compliance with Laws

All applicable federal, state and local laws, rules and regulations shall be complied with, including but not limited to all applicable OSHA regulations and guidelines and all applicable Storm Water Pollution Prevention Plan (SWPPP) regulations and guidelines.

4. Construction Trailers, Portable Field Offices, and Temporary Facilities

Any Owner who desires to bring a construction trailer, field office, or the like into Las Campanas shall first apply for and obtain written approval from the DRC. To obtain such approval, the Owner must submit a copy of the Architect's site plan that notes proposed locations of the construction trailer or field office.

The DRC and the LCMA reserve the right to require any construction trailers, portable field offices, and temporary facilities to be moved to alternative locations on the site. All temporary structures and facilities shall be removed promptly upon completion of construction.

To protect the natural area of a Lot from damage due to construction operations, a temporary chain link fence at least six feet high shall be installed to completely enclose all construction operations. Such fence shall be located entirely within the developable area and should enclose an area comparable to the transition zone. The DRC may require relocation of this fence, if the location is inconsistent with the intent of the Master Design Guidelines. The fence shall have a single entrance located at the driveway. The temporary fence must be installed immediately after the foundation is poured and shall be maintained and remain intact until the completion of construction. The construction trailer (if any), portable toilets, construction material storage, dumpsters and staging areas must all be

contained within the chain link fence.

If it is necessary to conduct construction activities outside of the approved fenced area and driveway (including utility trenching and temporary equipment access), the Owner of the Lot must submit a description of the proposed encroachment to the DRC for approval. The DRC will permit construction outside of the approved fenced area only when construction is unreasonably difficult without the encroachment. No existing trees shall be damaged or removed by the encroachment. The disturbed area outside the approved fenced area must be returned as closely as possible to its original condition, including removal of all tracks, by the use of mulching and re-seeding.

5. Debris and Trash Removal

Each construction site must have a dumpster and approved trash containers on-site during the entire construction period. These must be located within the above mentioned approved fenced area and must be emptied regularly.

Contractors must clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and shall not be permitted to accumulate. In no case may debris and trash be allowed to exceed the top of the dumpster and all trash receptacles must be covered in a manner acceptable to the DRC. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent them from being blown from the construction site.

Contractors are prohibited from dumping, burying, or burning trash anywhere within Las Campanas except as expressly permitted by the DRC. During the construction period, each construction site and the route to and from the construction site must be kept neat and clean. Sites shall be monitored to prevent them from becoming public eyesores or adversely affecting other Lots or open spaces. Dirt, mud, and debris dragged from the construction site onto the paved streets of Las Campanas, whether caused by the builder or any of its subcontractors or suppliers, shall be promptly removed and cleaned by the builder.

6. Sanitary Facilities

Each contractor shall be responsible for providing adequate sanitary facilities for contractor's construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the above mentioned approved fenced area or in an area approved by the DRC. Sanitary facilities must be screened from view of other Lots, streets and public areas as much as possible. Sanitary facilities must be tan or green in color.

7. Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other Lots or any open space. All construction vehicles and machinery are, to the extent possible, required to park within the above mentioned approved fenced area. When no space is available, automobiles and pick-up trucks are allowed to park on the street. In such cases, all vehicles should be parallel parked on just one side of the street, with two wheels on the paving and two wheels off. Contractors are responsible for restoring the road shoulder to its original condition. Vehicles and construction equipment should not be parked in the natural area outside the above mentioned approved fenced area, and heavy construction equipment should not be parked on the road.

Each builder shall be responsible for its subcontractors and suppliers obeying the speed limits and other road safety signs posted on all public and private roadways within the development. Fines will be imposed against the compliance bond for repeated violations. The LCMA may deny repeat offenders future access to Las Campanas.

8. Conservation of Landscape Materials

Contractors are advised that the Lots and open spaces of Las Campanas contain valuable native plants and other natural features, such as topsoil, that should be absolutely protected during construction.

9. Excavation Materials

Excess excavation materials must be properly hauled away from Las Campanas and properly placed in the landfill.

10. Blasting

No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the DRC.

11. Restoration or Repair of Other Property Damage

Damage and scarring to any property, including, but not limited to roads, common areas, driveways, concrete curbs, gutters, utilities, vegetation, and/or other improvements, resulting from construction operations, will not be permitted. If any such damage occurs, it must be promptly repaired and/or restored to its original condition by the Owner and at the expense of the Owner.

In the event the Owner fails to restore or repair the damaged area, the Committee may repair the area and impose the expense as a charge against the Compliance Bond. In the event of default by the Owner in meeting these obligations or the Compliance Bond is insufficient to meet the obligation, a lien may be recorded against the Owner's Lot until paid.

12. Commencement of Construction

All improvements commenced on a Lot shall be completed within 18-24 months after commencement according to approved final design review plans unless an exception is granted in writing by the DRC. If an improvement is commenced and construction is ceased for more than 90 days, or if construction is not completed within the 24 month period, the LCMA may impose a fine of not less than \$100.00 per day (or such other reasonable amount as the LCMA may set) to be charged against the Owner of the Lot until construction is resumed or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the DRC that such ceasing is for circumstances beyond the Owner's control. For aesthetic and dust control reasons, the DRC may request Lot Owners who, in the DRC's opinion, are not diligently pursuing construction to stabilize and maintain the surface of their Lot at the Owner's sole expense.

13. Miscellaneous Practices

All Owners will be held responsible for the conduct and behavior of their agents, representatives, contractors, and sub-contractors while on the premises of Las Campanas. The following rules must be followed:

- a) Careless disposal of any flammable material is strictly prohibited. At least one (1) ten (10) pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
- b) Concrete suppliers, plasterers, painters, and other subcontractors may not clean their equipment anywhere but at the location specifically designated for that purpose by the contractor. No cement, plaster, stucco, paint, or other building material may be released onto the site or other Las Campanas properties during the process of cleaning.
- c) Removing any rocks, plant material, topsoil, or similar items from any property within Las Campanas, including other construction sites, is strictly prohibited.
- d) Carrying any type of firearms within Las Campanas is strictly prohibited.
- e) Changing oil on any vehicle or equipment on the site itself or at any other location within Las Campanas is strictly prohibited.
- f) Use of, or transit over, any golf course area is strictly prohibited.
- g) No animals may be brought into Las Campanas by contractors or construction personnel.
- h) The use of radios and other audio equipment is not permitted on construction sites at Las Campanas.
- i) Catering trucks will not be permitted to use their horns; their schedules are routine enough for workers to be aware of break times. Also, trash generated by the purchase of items from these trucks and from construction practices should be contained and disposed of properly. If trucks have repeated problems with these requirements, they may be denied admittance to the property.
- j) Littering is not permitted on construction sites or elsewhere within Las Campanas.
- k) Alcohol is strictly prohibited from all construction sites on any day or any time of day.
- l) Smoking is strictly prohibited on all construction sites on any day or any time of day.

14. Construction Access

While a residence or improvement is under construction, the construction sites may be accessed only via the approved driveway for the Lot unless the Committee approves an alternative access point. In no event shall more than one (1) construction access be permitted onto any Lot.

The contractor is required to install a stabilized construction entrance by applying a base course to the construction access road to help keep mud and dirt off the main thoroughfares in the communities. The contractor is required to maintain a regiment of street sweeping and clean up measures in the event of track out to minimize and prevent off site conveyances during construction.

15. Dust and Noise

The contractor shall be responsible for controlling dust and noise.

16. Construction Signage

The Building Approval Form issued by the DRC shall be displayed at a location adjacent to the driveway entrance visible from the street.

In an effort to maintain the residential character of Las Campanas, the DRC will require all construction signs to meet the following criteria:

The sign shall be free standing, adjacent to the driveway entrance or within the above-mentioned fenced area, and the design and location shall be subject to the review and approval of the DRC. Maximum one sign per Lot. No additional signs may be attached to the main sign or be suspended below it. Signs shall be single-faced, panel type. Signs shall be a maximum area of ten (10) square feet, with a maximum height of six (6) feet, measured from grade to the top of the sign.

Only the following information may appear on a construction sign:

- Principal builder or contractor's name
- Architect's name
- Owner's name
- One (1) phone number
- Construction site Lot number and street address

Words such as "For Sale" or "Available" or descriptive phrases such as "3-bedroom" may not appear on any construction sign.

Colors on sign backgrounds should be muted earth tones that harmonize with the desert colors rather than sharply contrast with them. Letter colors should blend with the background colors while providing sufficient contrast to enable the sign to be read from a distance of approximately twenty (20') feet.

Construction signs may be installed only after the pre-construction meeting has taken place and must be removed at the time the house is substantially complete or when the DRC directs the sign to be removed.

No signs of any kind will be allowed to face the golf course.

Signs must be posted and removed in a timely manner.

The Lot Owner is responsible for complying with Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) SWPPP (Storm Water Pollution Prevention Plan) permitting requirements and must work with their builder to install a free-standing sign, adjacent to the driveway with the Notice of Intent (NOI) and Tracking Number.

IX. Procedure for Violation Notices and Appeal Process

The Board shall have the exclusive right to enforce the provisions of the Master Declaration and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument relating to

the Property which (a) shall have been executed pursuant to, or subject to, the provisions of the Master Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced either by the Master Association or by Developer.

If, however, the Board fails or refuses to enforce the Master Declaration or any provision thereof for an unreasonable period of time after written request to do so, then an Owner may enforce them on behalf of the Master Association by any appropriate legal action, whether at law or in equity and Developer may pursue whatever rights and remedies might be available to it at law or in equity.

Enforcement Procedure and Appeal Process

1. Consistent with the governing documents, and New Mexico law, an Owner is responsible for his/her own actions and conduct, and the actions and conduct of any occupants of his/her Unit, including but not limited to, family members, tenants, guests or invitees.
2. Potential violations (complaint) of the governing documents must be reported to the General Manager of the LCMA in writing using the form available on the website. Potential violations can also be determined directly by the LCMA employees, in which case no complaint form is required.
3. If a written complaint is submitted to the LCMA, the General Manager, or LCMA employee to whom the General Manager has given this responsibility, shall determine whether the complaint identifies an alleged violation of the governing documents. If so, the Association shall attempt to contact the alleged violator (Owner and/or occupant) to discuss the complaint prior to mailing (first class or registered) a notice of alleged violation to the Owner. Generally, the first notice will be a courtesy notice and will not contain a fine. However, the LCMA can vary from the policy, at its discretion, and impose a fine based on the first violation if it deems that a fine is warranted for the first violation. Furthermore, the LCMA intends to impose fines for certain violations based on the first letter sent, as set forth in the attached Fine Schedule.
4. If the violation is not cured after the courtesy notice is sent, or if the violation reoccurs within a time period determined by the LCMA (through the Board or the General Manager), the Association may issue an additional notice of violation. Such notice shall advise the Owner that, if the violation is not cured within the time period indicated in the notice of violation, the Owner shall be subject to fines pursuant to the Fine Schedule. However, the LCMA can vary from the policy, at its discretion, and impose fines with the issuance of this letter. Furthermore, the LCMA intends to impose fines for certain violations from the first letter sent, as set forth in the attached Fine Schedule.
5. If the violation is not cured after the first notice of violation is sent, or if the violation reoccurs within a time period determined by the LCMA (through the Board or the General Manager), the LCMA may issue a second notice of violation. Such notice shall include (a) the nature of the alleged violation; (b) the proposed fine to be imposed for non-compliance; (c) a period of not less than fifteen (15) days from the date of delivery of notice within which the Owner may present a written request to the Covenants Committee for a hearing to present an oral and/or written opposition to imposition of the proposed sanction; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun during the Hearing Request Period. This notice of violation shall be used for the first letter to be sent to Owners in violation of the short-term rental restrictions.

6. If the violation is not cured after the second notice of violation is sent, the LCMA may send Notices of Continued Fines for Non-Compliance in accordance with the Fine Schedule. The LCMA may also pursue any other legal remedies available to it.
7. If the nature of the alleged violation is such that, in the sole discretion of the Board of Directors, it poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the members of the LCMA, then the LCMA may forego any appeal process and may immediately seek remedy through lawsuit or other means, such as self-help (e.g., the towing of vehicles in violation of parking rules and regulations). The responsible Owner shall pay all associated costs, including reasonable attorney fees.

Hearing Process

A request for a hearing can be filed by the Owner, within fifteen (15) days of the notice of alleged violation (Hearing Request Period). It must be submitted in writing to the Covenants Committee.

1. If a hearing is requested, it shall be held by a special meeting of the Covenants Committee, scheduled at the earliest, mutually convenient time. The Covenants Committee shall determine the amount of fine to be imposed. Fines may be imposed as described in the original notice, but, at the discretion of the Covenants Committee, may be suspended if the violation is cured within the Hearing Request Period. If the Owner has received additional violation notices from the Association prior to the hearing with the Covenants Committee, the Covenants Committee may hear the Owner's appeal on all such notices at the same hearing and make a determination of all fines to be imposed based on such violation notices.
2. Covenants Committee decisions may be appealed to the Board of Directors, in writing, within thirty (30) days of the Covenants Committee's decision.
3. Hearings conducted by the Covenants Committee or the Board of Directors pursuant to the governing documents shall not be open to the public, except at the discretion of the Board of Directors and with the consent of the Owner.
4. If no request for hearing is filed, fines will begin five (5) days after the expiration of the Hearing Request Period. However, such fines may apply retroactively to the initial date of the violation for which the fine is to be imposed.

Fine Schedule

The attached Fine Schedule and its implementation relative to a violation of the governing documents shall serve as a guideline for the LCMA. However, the Covenants Committee and the Board may vary from the Fine Schedule at its discretion, depending on the nature of the violation, the number of present violations, and the number of prior violations.

Any past due fine shall bear interest and be subject to the same collection remedies as any unpaid assessment. In addition to the foregoing, the Owner against whom the fine is imposed is also liable for any common expenses caused by the misconduct of such Owner (or any person for whom the Owner is responsible), including any legal fees or costs incurred by the Association to bring the Owner into compliance with the LCMA governing documents.

FINE SCHEDULE

The following fine schedule has been adopted for all recurring covenant violations:
(Every 30 days for continuing violation of the same covenant or rule)

Timing of Notice	Violation Type	Description of Notice	Amount Charged to Owner's Account
Upon Discovery of Violation	First Violation	Courtesy Notice	\$ 0.00
30 Days After Courtesy Notice	Second Violation	Notice of Violation	\$ 0.00
30 Days After Notice of Violation	Third Violation	Second Notice of Violation	\$200.00
30 Days After Second Notice of Violation	Fourth Violation	Notice of Continued Fine for Non-Compliance	\$300.00
30 Days After Notice of Continued Fine for Non-Compliance	Fifth Violation	Notice of Continued Fine for Non-Compliance	\$400.00
30 Days After Notice of Continued Fine for Non-Compliance	Sixth Violation	Notice of Continued Fine for Non-Compliance	\$500.00
30 Days After Notice of Continued Fine for Non-Compliance	Seventh Violation	Notice of Continued Fine for Non-Compliance	\$600.00
30 Days After Notice of Continued Fine for Non-Compliance	Eighth Violation	Notice of Continued Fine for Non-Compliance	\$700.00
30 Days After Notice of Continued Fine for Non-Compliance	Ninth Violation	Notice of Continued Fine for Non-Compliance	\$800.00
30 Days After Notice of Continued Fine for Non-Compliance	Tenth Violation	Notice of Continued Fine for Non-Compliance	\$900.00

Upon a determination that an Owner is in violation of the leasing provisions set forth in Section 4.3.2 of the Master Declaration, as amended, the Association has established a system of fines for the purpose of securing compliance by the Owner in violation.

(Every day for continuing violation of the leasing provisions of Section 4.3.2 of the Master Declaration, as amended)

Timing Notice	Violation Type	Description of Notice	Amount Charged to Owner's Account
Upon Discovery of Violation	First Violation	Notice of Violation	\$250.00 Per Day
30 Days After Notice of Violation	Second Violation	Notice of Fine for Non-Compliance	Continuing Per Day Amount \$250.00