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Emily D. [Signature] Deputy

FIRST DECLARATION  
OF  
PROTECTIVE COVENANTS  
ON  
CUATRO DIEZ LOTS

1843490

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**FIRST DECLARATION OF PROTECTIVE COVENANTS**

**ON**  
**CUATRO DIEZ LOTS**

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THIS FIRST DECLARATION is made this 3<sup>d</sup> day of January, 2000, by CHARLES R. KEEVER and GLORIA M. KEEVER, husband and wife, and MICHAEL S. WHALEN and KATHLEEN A. WHALEN, husband and wife ("Keever/Whalen"), NORA GALLAGHER, a married woman dealing with her sole and separate property, and THOMAS STERN, a married man dealing with his sole and separate property ("Gallagher/Stern"), THOMAS EARL DEATON, WINSTON LOUIS DEATON, JAMES LESLIE DEATON, BARBARA ANN RODRIGUEZ, ROSE MARIE ROMERO, and CHARLES MICHAEL DEATON (collectively "Deaton"), and STEWART TITLE GUARANTY COMPANY ("Stewart Title") (hereinafter referred to collectively as "Declarants").

WHEREAS, Declarants are the owners of certain real estate in Santa Fe County, New Mexico, as described and shown on attached Exhibit A consisting of 4 legal lots, owned separately as described thereon, and desire to impose the provisions of this Declaration on, and subject all of said real estate to, the covenants, hereinafter stated, for the purpose of protecting the value and standards of the Adjoining Subdivisions, the terms of which shall run with the land and be binding upon and inure to the benefit of all parties having any right, title or interest in or to the above described real estate, or any part thereof, and their successors and assigns, and to the benefit of the owners of lots in, and the homeowners associations for, the Adjoining Subdivisions, as defined below.

NOW, THEREFORE, Declarants hereby declare that the Lots shall be subject to the following covenants, conditions and restrictions:

**Article 1 - Definitions**

1.1. **"Adjoining Subdivisions"** means all of the real estate including lots, roads, and easements in the La Vida and La Mirada Subdivisions. The La Vida Subdivision was established by Plat recorded Plat Book 461, pages 23-25, records of Santa Fe County, New Mexico. The La Mirada Subdivision was established by Plat recorded Plat Book 411, pages 14-15, records of Santa Fe County, New Mexico.

1.2. **"Association"** means the La Mirada Owners Association, being a non-profit corporation constituted under the laws of New Mexico for the purpose of maintaining roads and other facilities held under common ownership within La Mirada Subdivision, and any successor incorporated or unincorporated association, including without limitation any master association.

1.3 **"Board"** means the Board of Directors of the Association and the governing body of any successor incorporated or unincorporated association.

1.4. **"Declarants"** shall mean and refer to the parties executing this Declaration, and any of their successors and assigns who acquire any undeveloped Lot from the Declarants for the purpose of development.



1.5. **"Declaration"** means this instrument and all supplemental declarations, as this instrument and such supplemental declaration may be amended from time to time.

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1.6. **"The Joint Design Committee" or "Committee"** means the Committee as it exists from time to time, consisting of one (1) member appointed by the Cuatro Diez Lots and one (1) member appointed by the La Mirada Subdivision Design Committee, as that Committee is established by the La Mirada Subdivision Declaration of Covenants, Conditions and Restrictions recorded in the records of Santa Fe County, in Book 1628, pages 358-404.

1.7. **"Easement Area"** means that certain area of real estate titled "PRIVATE OPEN SPACE" RESERVED BY LA MIRADA DEVELOPMENT, L.L.C. SUBJECT TO FUTURE GRANTS FOR ACCESS AND UTILITY EASEMENTS BY LA MIRADA DEVELOPMENT, L.L.C." as shown on Plat of Survey Showing La Mirada Subdivision recorded in Plat Book 411, Pages 14-15, on April 16, 1999, records of Santa Fe County, New Mexico.

1.8. **"House"** shall mean the Structure located on each Lot consisting of a single-family dwelling intended for use as the principal residence.

1.9. **"Lot(s)" or "Cuatro Diez Lots"** shall mean the existing four (4) legal lots of record as of the date of this Declaration as described on Exhibit A, plus all constituent lots, open space, easements, dedicated roads, and other platted areas formed from the Lots in the future.

1.10. **"Offsite Roads"** means Los Suenos Trail from Camino Las Campanas to the south end of the radius return of the intersection with La Serena Trail, La Serena Trail from the intersection with Los Suenos Trail to its terminus at La Vida Trail, La Vida Trail from the southwest end of the radius return of its intersection with La Serena Trail to the northeast end of the radius return of its intersection with West Wildflower, and West Wildflower from its northeast end of the radius return of its intersection with La Vida Trail to its intersection with the north boundary of the Love Tract which borders La Mirada's north side.

1.11. **"Owner"** shall mean and refer to any contract purchaser or record owner of a fee simple title to any Lot, whether one or more persons or entities, which is a part of the Lots, but excluding those having such interest merely as security for the performance of an obligation.

1.12. **"Structure"** means any residence, House, guesthouse, shed, garage, wall, fence, gate, driveway, parking area, antenna, recreation facility, or any excavation of any kind, including road building and utility trenching.

## **Article 2 - Structures**

2.1. **Permitted Structures.** No Structure shall be erected, altered, placed or permitted to remain on any Lot subject to this Declaration other than one House, a guesthouse, an attached garage, attached recreational facilities, solar heating devices, landscaped areas, and improvements incidental to residential use of the Lots. Any guesthouse, studio or other Structure shall be attached to the House or in close proximity, and architecturally aligned, with the House. Guesthouses will be permitted subject to Santa Fe County code requirements.



**2.2. House Size and Use.** No House, exclusive of the required attached garage, shall be less than sixteen hundred (1600) square feet of interior heated space. No construction of any Structures other than the House shall commence until the House is substantially complete. Each House shall be occupied by no more than one family, and no House shall be used as a boarding house or divided into apartments or rooms for rental purposes. This subsection does not prevent the rental or lease of the whole House by the owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe the provisions of this Declaration and makes a breach of this Declaration a breach of such rental agreement or lease.

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**2.3. Prohibited Structures.** No manufactured home, modular home, prefabricated structure, mobile home or similar facility or Structure shall be kept, placed, or maintained within the Lots at any time. No temporary house, dwelling, garage, outbuilding, trailer or other similar Structure may be placed or erected within the Lots. All Houses shall be constructed on-site. The provisions of this subsection shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by this Declaration.

**2.4. Construction and Architectural Style of Structures.** Any and all Structures shall be constructed in accordance with the following criteria:

**2.4.1. Height Limitations.**

**2.4.1.1. Building Height for Flat Roofs.** For all architectural styles other than Northern New Mexico Ranch, the highest point of any Structure shall not exceed a horizontal plane thirteen (13) feet in height above the highest undisturbed natural ground level immediately adjacent to the Structure's stem wall perimeter. In addition, the height of any point of a Structure shall not exceed seventeen (17) feet above any natural grade at that point of measurement on the Structure. This may be thought of as a tilted plane seventeen (17) feet measured vertically above, following and parallel to the contours of the site. Chimneys, however, are allowed to exceed either plane by a maximum of two (2) feet but may not exceed the parapet to which they are adjacent by more than two (2) feet (see Exhibit B).

**2.4.1.2. Building Height for Northern New Mexico Ranch.** For "Northern New Mexico Ranch" style houses, the height of any pitched roof Structure shall not exceed a horizontal plane twenty (20) feet in height above the highest undisturbed natural ground level immediately adjacent to the Structure's stem wall perimeter. In addition, the height of no portion of a Structure shall exceed a tilted plane running parallel to the undisturbed natural contours of the building footprint, twenty-four (24) feet in height above the undisturbed natural grade. Chimneys, however, may rise an additional two (2) feet above the peak of the roof. The minimum rise/run ratio for the pitch shall be 9 rise: 12 run (see Exhibit B).

**2.4.1.3. Natural Grade.** Finish floors, portal floors, and finish grade of fill areas shall not exceed three (3) feet above natural pre-construction grade underneath the point of measurement (see Exhibit B).

**2.4.2. Architectural Style.** The architectural style of all Houses and buildings shall be based upon, but need not adhere strictly to, "Pueblo Spanish Revival", "Old Santa Fe Style", or "Territorial Style;" provided, however that "Northern New Mexico Ranch" style houses shall be allowed



only in the areas shown on Exhibit C. Modifications of the foregoing styles in reasonable, innovative and creative ways are permitted and encouraged.

**2.4.2.1. Unbroken Walls.** Any perimeter House wall which exceeds thirty (30) feet in length shall be interrupted by a terrace, portal or like element of usable depth at finished grade, or a minimum jog in the wall of four (4) feet, which element shall serve to reduce the apparent size of such wall.

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**2.4.3. Building Colors.** The color of all Structures (other than permitted wooden fences) shall predominantly be darker browns and tans. Permitted exterior stucco colors are those listed in the most current edition of the Design Guidelines of La Mirada Subdivision as they may exist from time to time, a copy of which is available upon request. The current list of permitted colors is attached as Exhibit D. Stone surfaces shall be in their natural color and must be local earth tones. Entries, portals and architectural accents may be emphasized by the use of accent colors or materials permitted hereunder.

**2.4.4. Plaster Exteriors.** All walls, except those of natural stone, and buildings shall be plastered on the exterior walls. Such plaster may be either a cementitious-based stucco or an elastomeric synthetic stucco. Permitted exterior stucco colors are stated in Article 2.4.3. above.

**2.4.5. Wooden Exteriors.** No wooden exteriors of Structures other than trim or decking shall be permitted. This provision shall not apply to "coyote" style fences of unstripped juniper posts.

**2.4.6. Roofs**

**2.4.6.1. Roofing Materials and Colors for Shed and Pitched Roofs.** Roofing materials for any sloped roof area, such as covered shed roofs over portals, or roofs on Northern New Mexico Ranch style houses shall be non-reflective metal. No asphalt shingle roofs shall be permitted. Permitted metal roofing colors are those listed in attached Exhibit D.

**2.4.6.2. Roofing Color for Flat Roofed Structures.** Roof finish color for flat roofed Structures shall be brown or tan 90# roofing paper where that material is used. All gravel shall be tan. Melted seam and foam roofs shall be tan. Items emerging from roof penetrations shall extend the code minimum height above the roof and be painted to match the stucco color.

**2.4.6.3. No Roof-Mounted Equipment.** Roof-mounted mechanical equipment, forced air and air conditioning venting, evaporative coolers, air conditioners, exposed gas pipes, exposed wire and wire conduit are prohibited, unless completely screened from view from Lots and Adjoining Subdivisions.

**2.4.7. Commencement and Completion of Construction.** Construction of Structures shall commence within six (6) months of Committee approval or the approval shall be void. Extensions will be granted upon request and will not be unreasonably withheld. The exterior construction, including the final stucco color coat, paint, trim, and landscaping shall be fully completed within one (1) year after commencement of construction, except as allowed in Section 2.4.8.

**2.4.8. Conditions for Occupation of House.** No House placed or erected within the Lots shall be occupied in any manner in the course of construction, or prior to the time when the exterior is

fully finished as herein required, and is fully functional for residential purposes. No House or guest house shall be occupied until it complies with this Declaration and the approved plans and such completion shall be evidenced by written Committee approval. The Committee may allow early occupancy if all exterior work is completed except the color coat. Such delayed application of the color coat is permitted if caused by cold weather and must be completed within six (6) months after early occupancy.

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**2.4.9. Reflective Materials.** No reflective material shall be used where it would affect any other house site within the Adjoining Subdivisions. If such reflection does occur, the reflective material shall be painted to match the background stucco or roof color against which it is viewed. No mirrored glazing is allowed.

**2.4.10. Building Site.**

**2.4.10.1. Site Disturbance.** No grading, tree cutting or other site disturbance may occur prior to commencement of construction. Site disturbance should extend the minimal distance from the Structure but in no case shall extend beyond fifteen (15) feet from the perimeter of the House or Structure, or in the case of a driveway, five (5) feet.

**2.4.10.2. Site Grading.** Cut and fill slopes shall not be steeper than 3:1. Large cut and fill slopes shall be reduced by use of a retaining wall. Following the completion of construction, cut and fill slopes shall be graded to resemble the naturally occurring pre-construction conditions.

**2.4.10.3. Cut is Greater than or Equal to Fill.** Cut area shall equal or exceed fill area as measured by square feet and cubic feet inside the building footprint.

**2.4.10.4. Reseeding.** All disturbed areas outside the driveway, Structure footprints, and formal landscaped areas shall be reseeded with a native seed mix and irrigated until established.

**Article 3 - The Joint Design Committee**

**3.1. The Joint Design Committee.** The "Joint Design Committee" (hereinafter sometimes referred to as the "Committee") for the Lots is hereby established and shall consist of one member appointed by the Cuatro Diez Lots and one member appointed by the La Mirada Subdivision Design Committee. At least once a year, and by no later than January 10 of each year, the Cuatro Diez lot owners and the La Mirada Design Committee shall notify each other who their respective representative will be for the Joint Design Committee for the following year. If notification is not timely made, the representative for the party not notifying shall be the previous representative until a new representative is proclaimed by proper notice. If the Cuatro Diez representative owns a lot in the Cuatro Diez Subdivision, such representative may not serve on the Committee during review of the plans for that representative's Lot. In such event, the Cuatro Diez owners will designate an alternate representative to review those plans.

**3.2. Submittal Requirements.** No Structure shall be erected, constructed, installed, painted, stuccoed, remodeled, reconstructed, altered or added on any Lot unless and until the final plans, specifications and elevations therefor shall have received written approval of the Committee. Additionally, no grading, tree cutting or other site disturbance may occur without the prior written



approval of the Committee. Maintenance of previously approved Structures which do not materially alter the color or appearance of the Structures shall not require Committee approval.

**3.3. Approval Standards.** The Committee shall act upon any submission within thirty (30) days after receipt. If the Committee fails or refuses to take any action upon a complete submittal within thirty (30) days after receipt, the submittal shall be "deemed approved."

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Notwithstanding any other provision contained in this Declaration, any approvals or disapprovals by the Committee pursuant to this Article 3.3 through 3.3.2 only, wherein the Committee has actively approved or disapproved a submittal, shall be binding upon owners of lots within the Adjoining Subdivisions who shall have no right to appeal therefrom; however, owners of lots within the Adjoining Subdivisions and the Adjoining Subdivisions' homeowners associations, boards of directors, Architectural Control Committee, or Design Committee shall retain their enforcement rights for all "deemed approvals" of submittals gained through lack of Committee action, in addition to retaining their enforcement rights for all provisions and requirements of this Declaration not addressed by failure to submit for approval, or not addressed in any submittal approved by the Committee.

The Committee shall have the right to disapprove any plans and specifications submitted to it for any one or more of the following reasons:

**3.3.1.** If the plans and specifications are not in sufficient detail or are incomplete; or

**3.3.2.** If the plans and specifications are not in compliance with all requirements and provisions of this Declaration.

**3.4. Liability.** Neither the Committee, the La Mirada Subdivision board of directors (the "Board") or the declarant of La Mirada Subdivision nor any member thereof shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

**3.4.1.** The approval, conditioned approval or disapproval of any plans, drawings, and specifications, whether or not defective;

**3.4.2.** The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

**3.4.3.** The development or manner of development of any property within the Lots.

By the acquisition of title to any Lot, and in consideration thereof, each Owner thereby agrees not to file suit against the Committee, the Board, La Mirada Development, L.L.C., or any member thereof, to recover damages in connection with any of the foregoing events.

Without in any way limiting the generality of the foregoing, the Committee or any member thereof may, but is not required to, consult with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to it.

**3.5. Appeal of Committee Action by Mediation.** If a proposed plan is rejected, the Owner may request mediation between the Committee and the Owner within fifteen (15) days after the rejection. The mediation will be conducted by a mediator mutually agreed to by the parties within thirty (30) days



after the rejection. Both parties (meaning the Owner and the Committee) shall equally share the cost of the mediation. If the parties are not able to resolve their differences through mediation, the dispute shall be submitted to binding arbitration within thirty (30) days thereafter, with an arbitrator mutually agreed to by the parties or, if the parties cannot agree upon an arbitrator, with an arbitrator appointed by the Presiding Judge of the First Judicial District Court of Santa Fe County. Both parties (meaning the Owner and the Committee) shall equally share the cost of arbitration. The arbitrator's decision shall be binding on the parties and may be enforced by judicial order. No construction shall occur in the absence of a mutually agreed upon written mediated settlement, arbitration decision or judicial order.

### **3.6. Submittal Process.**

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#### **3.6.1. Submittal.**

The Owner shall submit plans and specifications which shall clearly show the nature of the work or installation proposed and the location on the Lot. Such plans shall include a sufficient description of the materials, colors, textures, proposed construction, alteration, installation, etc., to show that the Structure(s) will conform to this Declaration.

**It is strongly recommended that a preliminary design meeting be held between the Committee, the Owner, the designer, and the builder to discuss designs, the submittal requirements and to avoid significant expense incurred by proceeding to working drawings if there are elements of the design that do not conform to the criteria of this Declaration.**

Two complete sets of plans shall be submitted for review, one delivered to the La Mirada representative, c/o 1520 Paseo de Peralta, Suite A, Santa Fe, New Mexico 87501, and one to the Cuatro Diez representative at the address specified in the annual notice delivered to La Mirada pursuant to Article 3.1.

Complete construction documents and samples must be provided for the House and all auxiliary buildings and must include all data noted in Article 3.6.1.1 through Article 3.6.1.8 herein. The location of all exterior light fixtures must be indicated in both plan and elevation.

**3.6.1.1. Site Plan - Roof Plan.** This is to be at a scale no less than 1" = 20' on a 24" x 36" or a 30" x 42" sheet showing the locations and the areas of the House and all other Structures. The site plan must also include the set backs, the driveway, parking areas, patios, walls, proposed utility service facilities and routes, site grading, including existing (in dashed lines) and proposed new contours (in solid lines) at one-foot intervals as prepared and stamped by a licensed New Mexico surveyor, retention ponds, existing trees to be removed, and elevations of all building floors, patios, and terraces, shown in relation to site contour elevations. It shall include the surveyor's benchmark to be used for the framing survey and determination of finish floor elevations.

**3.6.1.2. Roof and Floor Plans.** These are to be no less than 1/8" = 1'0" scale. Roof plans shall show areas of massing, any incidental sloped roofs, all skylights, evaporative coolers, air conditioners, satellite dishes, boiler flues, etc. The roof plan must include elevation information for all parapets and roof deck areas in relation to site contour data.

**3.6.1.3. Exterior Elevations.** These must show all sides of the residence, at the same scale as the floor plans, with both existing and proposed grade lines and elevations shown,



finished floor levels and elevations shown, and all exterior materials and specific colors indicated. Elevations (heights) of all parapets shall be shown. All elevations must indicate with dashed lines all skylights and related rooflines that are located behind parapets. All elevation data shall be shown in relation to site contour data.

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**3.6.1.4. Supplemental Material.** Any other drawings, specifications, light fixture cut sheets, materials, or samples requested by the Committee. All accessory improvements contemplated on the Lot must be shown on the plans.

**3.6.1.5. Construction Schedule.** The Committee requires a schedule indicating approximate dates for starting and completion of construction, completion of landscaping work, and anticipated occupancy date.

**3.6.1.6. Review.** Upon receipt of the complete submittal, the Committee will review the submittal for conformance to this Declaration. Upon determining that the required submittals have been received and are in a form acceptable to the Committee, the Committee will provide a written response to the Owner within thirty (30) days of receipt stating approval or disapproval. If a submittal is disapproved, reasons will be included in this letter. Approval of the plans by the Committee does not relieve the applicant from responsibility for complete compliance with this Declaration. Construction may only commence after the Owner receives written approval.

**3.6.1.7. Additional Construction and/or Exterior Changes.** Any changes to the approved drawings which affect the exterior appearance of a Structure before, during, or after the construction of an improvement must first be submitted for approval by the Committee.

**3.6.1.8. Resubmittal of Drawings.** In the event of disapproval by the Committee of a submittal, any resubmission of drawings must follow the same procedure as the original submittal.

### **3.7 Inspections.**

**3.7.1. Inspection of Work in Progress.** The Committee may inspect all work in progress and give notice of non-compliance, if found. Absence of such inspection and notification during the construction period does not constitute either approval by the Committee of work in progress or compliance with this Declaration.

**3.7.2. Surveyor Framing Inspection.** The Committee requires confirmation that all parapets comply with the elevations and locations provided and approved in the final submittal. This confirmation must be conducted by a licensed surveyor and must be submitted to the Committee for approval within twenty-one (21) days of the completion of framing and before roofing. The Committee will respond within three (3) days after actual receipt of such survey. Roofing may not commence until the Committee has received and approved the survey report.

**3.7.3. Final Inspection and Occupancy.** Upon completion of any House or other improvement for which the Committee gave final approval, the Owner, or their representative, shall give written notice of completion to the Committee. Within twenty (20) days from receipt of such written notice of completion, the Committee shall inspect the House and/or improvements. If the Committee fails to inspect after receiving notice of completion, the Owner may take occupancy. If it is found that such work was not done in strict compliance with the approved final submittal and this Declaration, the



Committee shall notify the Owner in writing, and in reasonable detail, of the particulars of non-compliance. No House or other Structure may be occupied or utilized until it complies with this Declaration and the approved final submittal.

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**3.7.4. Non-Waiver.** Any approval by the Committee of any drawings or specifications or work done or proposed, or in connection with any other matter requiring such approval under this Declaration, including a waiver by the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. Furthermore, should the Committee overlook or not be aware of any item of non-compliance at any time during the review process, construction process or during its final inspection, the Committee in no way relieves the Owner from compliance with this Declaration.

#### **Article 4 - Common Scheme Restrictions and Requirements**

**4.1. Native Growth Preservation.** The native growth of the Lots, including but not limited to cacti, piñon and juniper trees, shall not be destroyed or removed, except as may be necessary for the construction and maintenance of roads, driveways, the House and other Structures.

**4.2. Setbacks.** No House, garage or building including porches, or walls and fences or above-ground Structure, including driveways and guest parking areas, shall be located on any Lot so that any part thereof shall be nearer than twenty-five (25) feet to a boundary of the Adjoining Subdivisions.

**4.3. Walls and Fences.** Fences or walls shall be allowed on any Lot subject to approval by the Committee and subject to the following standards:

**4.3.1.** Owners shall not fence any portion of the perimeter or boundary of their Lots. No walls or fences shall be permitted except courtyard walls and retaining walls, both of which shall be adjacent to Houses. All walls and fences (other than structural retaining walls) must be attached to the House and may not enclose more than five thousand (5,000) square feet in the courtyard or interior of such wall or fence.

**4.3.2.** Courtyard walls, retaining walls, and fences shall not exceed six (6) feet in height, as measured from the side visible to the public or Adjoining Subdivisions, and walls shall be of natural stone or constructed of materials similar to that of the House and plastered and finished to match the color scheme and texture of the House.

**4.3.3.** Fences shall be "coyote" style and constructed of unpeeled cedar or juniper posts. Board, slat, bark-faced boards, wire and metal mesh fencing are prohibited.

**4.4. Building Materials.** No storage of building materials other than during construction shall be permitted. No storage yard for materials other than those commonly and regularly utilized in residential use and building the common infrastructure shall be permitted.

**4.5. Refuse.** No garbage, clippings from trees, shrubs or lawns, trash, ashes or other refuse may be thrown, dumped or allowed to accumulate on any land within the Lots. All refuse, trash or waste shall be kept in sanitary containers, which containers shall be kept screened and concealed from view at all times (other than when being place for pickup).

#### **4.6. Nuisance.**

**4.6.1.** No Lot shall be used for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be visually offensive or obnoxious, toxic, dangerous, or unhealthy to any of the occupants or owners of the lots in the Adjoining Subdivisions. No substance, thing or article may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will disturb the peace, quiet, comfort, or serenity of any occupants or owners of the lots in the Adjoining Subdivisions.

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**4.6.2.** No devices emitting noise levels exceeding decibel limits set for residential areas shall be permitted in the Lots.

**4.6.3.** During or after construction of improvements to any Lot, no concrete slurry shall be left on any offsite road or lot of the Adjoining Subdivisions.

**4.7. Storage Sheds.** One (1) shed for interior storage shall be permitted on each Lot. Any storage shed erected on any Lot shall be screened from view from the Adjoining Subdivisions. Any shed shall be a stuccoed masonry, adobe, or frame structure, plastered to match the House in texture and color. No shed shall exceed nine and one-half (9.5) feet in height as measured from the highest point of natural grade at the perimeter wall of the shed and no shed shall exceed two hundred (200) square feet without being attached to the House.

#### **4.8. Garages and Parking of Vehicles.**

**4.8.1.** An attached garage of sufficient size to accommodate at least two automobiles shall be constructed with each House; open carports are prohibited. The garage shall primarily be used for vehicles and not storage. Storage in garages cannot take precedence over the garage's primary function: to park automobiles. No garage shall be used or converted for any primary use other than parking of at least two (2) vehicles.

**4.8.2.** All wood-clad garage doors shall be stained a color that closely approximates the color of the stucco of the House; no white or light-colored doors are allowed. Garage doors other than wood-clad such as metal, masonite, or simulate wood texture doors shall be painted an exact match of the stucco color of the garage and House.

**4.8.3.** No trucks or other commercial vehicles, parts of vehicles of any type, motorcycles, campers, motor homes, boats, trailers, horse trailers, trailer homes, recreational vehicles or similar vehicles shall be kept or maintained in the Lots, except within garages, and except where customary or required for the limited purposes of building, repairing, refinishing, or maintaining the House, or for the purpose of moving household goods or other necessary or customary furnishings, equipment or supplies in or out of the Lots.

**4.9. Stored Items.** All clothes lines, mechanical and other equipment, wood piles (except fire logs less than one (1) cord in size), storage piles, and extra, not regularly used automobiles are prohibited from the Lots in all areas outside of Houses, sheds, and garages.



**4.10. Storage Tanks.** No tanks of any kind shall be erected, placed or permitted within the Lots, except cisterns for the capture of rain water. All cisterns shall be screened from view from the Adjoining Subdivisions.

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**4.11. Utilities.** 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. Any disturbance of natural ground cover and vegetation necessitated by the installation of utility service lines on a Lot shall be restored by the Owner of the Lot causing such disturbance by replanting.

**4.12. Exterior Lights.** All provisions of this Article 4.12 apply to exterior lighting only. All exterior lights must be located so as not to be directed toward the Adjoining Subdivisions. Exterior illumination is allowed only underneath portals or through fixtures within twenty-four (24) inches of an exterior door (including garage doors) and the top of any light sconce shall not be higher than eighty (80) inches above finished floor. No motion-activated lights are allowed. No floodlights or spotlights are allowed. All fixtures shall be indirect downlights with covered tops (concealed light source). No glass sconces, frosted, milked, sandblasted, translucent or otherwise are allowed. Pendulum or hanging light fixtures are allowed only under roofed portals and shall be downlights with a concealed light source. Lights illuminating entry walks, paths or driveways are permitted if they are indirect and within twenty-four (24) inches of grade.

**4.13. Antennas, Wind Generators, and Towers.**

**4.13.1.** No exterior antenna of any sort, including television antennas and satellite dishes, shall be installed or maintained on any Lot, except those devices which are erected, installed, placed or maintained enclosed within a building or Structure or screened from view from the Adjoining Subdivisions. No radio or television transmission towers shall be erected, placed or permitted. This provision shall remain enforceable even if an enforcement action is not commenced within the time limitations otherwise provided by this Declaration.

**4.13.2.** No wind-driven machinery shall be permitted within the Lots.

**4.14. Animals.** Except as provided herein, no animals of any kind may be kept on any Lot, whether for personal or commercial purposes. Each Lot may have a maximum of two dogs and/or cats. No animals may be kept or maintained on any Lot in any manner or number which is a nuisance or offensive to the Adjoining Subdivisions, whether by reason of noise, habits, odors, or otherwise, anything to the contrary hereinabove notwithstanding. The owner of any pet or animal shall at no time deliberately allow such animal to run unrestrained on any of the Lots or on the Adjoining Subdivisions (except for enclosed yards or patios). No animal or pet training or trading as a business shall be carried on, directly or indirectly, and no commercial or hobby breeding for the sale of dogs or cats shall be permitted on the Lots. Only courtyard walls and fences attached to the House and constructed in accordance with this Declaration may be utilized for animal enclosures.

**4.15. Home Occupations.** No business or commercial activity of any nature shall be conducted upon or from any Lot, except that so-called home occupations as approved by Santa Fe County shall be permitted if such activity does not disturb owners or occupants of lots in the Adjoining Subdivisions or increase traffic upon the roads to undesirable levels.



**4.16. Solar and Mechanical Devices.** No mechanical or other device, including solar panels, shall be installed or maintained on the roof or exterior surface of any Structure within the Lots if such device is visible from the Adjoining Subdivisions, unless the device is screened, enclosed or otherwise hidden from view.

1843504

**4.17. Hunting and Firearms.** Discharge of firearms shall not be permitted within the Lots except in defense of human life or property.

**4.18. Mailboxes and Street Address Signs.** No mailboxes, newspaper delivery receptacles, signage or any other objects (with the exception of an entry monument) are permitted in the Easement Area or within one hundred (100) feet of any boundary line of the Adjoining Subdivisions. A single entry monument may be placed no closer than fifty (50) feet from any such boundary line. The foregoing notwithstanding, utility pedestals may be located within one hundred (100) feet of such boundary line if screened from view from the Adjoining Subdivision by trees or vegetation.

**4.19. Motor Vehicles; Off-Road Vehicles.** No mini-bikes, motorcycles, off-road vehicles or any unlicensed vehicles of any kind shall be driven or permitted on the roads or the Lots, except along roads and driveways providing for ingress to and egress from an Owner's House. Except for maintenance vehicles, no motor-driven vehicle shall be driven or permitted within the Lots except on the roads or driveways and guest parking areas adjacent to Houses. No driving or parking of any vehicle off of the roads is permitted unless due to emergency.

**4.20. Road and Driveway Surfacing Material.** All driveways and roads shall be surfaced with brown base course surface material or asphalt and designed for proper drainage. Corrugated metal culverts large enough for proper drainage shall be installed.

**4.21. No Access to Adjoining Subdivisions.** Except as permitted by the Easement Area and the existing water line easement on the south and east boundaries of Exhibit A for water line access, no Lot Owner shall grant a vehicular access or utility easement to, or permit utility or vehicular access by, the owners of lots in the Adjoining Subdivisions outside the Lots, across that Owner's Lot. Pedestrian and equestrian easements are permitted.

**4.22. No Inconsistent Uses.** No uses are permitted that are or would be inconsistent with the single-family, residential character of the Lots.

#### **Article 5 - Duties and Responsibilities of Owners**

**5.1. Owner's Responsibility to Repair.** Each Owner shall be responsible for the maintenance and repair of his House, buildings, and Lot including, without limitation, the exterior structure of and surrounding the House and buildings, the glass doors, windows and screens, the landscaping, the parking areas, the House's and other buildings' exterior surface and roof, including painting and surfacing, and for the prompt rebuilding of his House and other buildings in the event of partial or complete destruction. All maintained areas shall be kept in clean and orderly condition.

**5.2. Maintenance, Repair, and Replacement of the Offsite Roads.** The Offsite Roads have been conditionally dedicated to the County of Santa Fe, i.e., Santa Fe County will not accept them for maintenance until the Board of County Commissioners agree to accept them by resolution for that purpose. Until that time, the Owners, the homeowners associations for the Adjoining Subdivisions, and



the homeowners associations for the Sonrisa, Los Suenos, La Serena, and El Prado Subdivisions shall maintain the Offsite Roads as they access the Lots, including but not limited to such patching and other repairs to the pavement as may be reasonably required, including possibly eventual replacement or repaving of the Offsite Roads, reconstruction of road shoulders, addition of base course to shoulders, repair and cleanout of barrow ditches, culverts, headwalls and other drainage structures, traffic and street sign maintenance and replacement, road restriping, snow clearing, etc. The Owners shall pay a pro-rata share of La Mirada Subdivision's annual assessment portion allocable to the Offsite Roads maintenance plus the portion of La Mirada Subdivision's own annual assessment portion allocable to capital reserve for Offsite Roads replacement and any La Mirada Subdivision special assessments assessed for Offsite Roads maintenance and replacement. The pro-rata share is a fraction, the numerator of which shall be the Lot's number of legal Lots of record as of the date of the annual meeting of the La Mirada Subdivision Owners Association and the denominator of which shall be the total number of Cuatro Diez Lots and La Mirada Lots. If one or more Lots are condominiumized, both the numerator and the denominator shall include the number of condominiumized units created or to be created in lieu of the Lot(s) so affected. The determination of those amounts shall be based on the La Mirada Subdivision annual budget line items for those categories. If, at some time in the future, through access should be effected from La Vida Trail at the east boundary of La Mirada to the frontage road of New Mexico State Highway 599, then La Vida Trail within the La Mirada boundaries, shall be deemed added to the definition of "Offsite Roads" in Article 1.10 herein.

**5.3. Road Damage Caused by Construction on Lots.** If damage is caused to West Wildflower Road within the La Mirada Subdivision, or to any other roads within La Mirada Subdivision due to construction of improvements to any Lot, the Owner causing the damage shall arrange through the Board to repave and/or repair the road or the portion thereof so affected. If the Owner does not timely arrange for the repairs, the Board may order such repairs to be made and assess the cost thereof to the Lot and the Owner as a special assessment.

**5.4. Lien for Nonpayment of Assessments.** Any amount assessed against a Lot or the Owner under Article 5.2 or Article 5.3 above, and unpaid, is hereby declared to be a continuing lien levied against the Lot, which lien shall be effective thirty (30) days from the date of delivery to the Owner of notice of such assessment. The Board may file or record such other or further notice of any such lien, or such other or further document, to confirm the establishment and priority of such lien. The lien for unpaid assessments may be enforced and foreclosed in the manner provided by the laws of the State of New Mexico by action of the Board; provided, however, that if the Lot Owner disputes an amount assessed due to road damage pursuant to Article 5.3, both parties (meaning the Owner and the Board) shall submit the dispute to mediation conducted by a mediator mutually agreed on by the parties, and the cost of which shall be shared equally by the parties. If the parties are not able to resolve their difference through mediation, a suit to recover a money judgment for unpaid assessments may be maintained by the Board without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

If any assessment shall remain unpaid after the due date thereof (which due date is thirty (30) days from the date of delivery to the Owner of notice of such assessment), the Board or managing agent for the Association shall assess interest thereon at a rate equal to twenty (20) percent per annum, commencing on the date such assessment was due, together with reasonable costs and any attorney's fees incurred in connection with the collection thereof.



In any suit for collection or foreclosure of such lien, the Owner shall be required to pay the costs and expenses of such proceeding, all reasonable costs of collection, and all reasonable attorney's fees.

Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any unpaid expenses or assessments due with respect to such Lot, and upon such payment such encumbrancer shall have a lien on such Lot of the same rank as the lien of his encumbrance for the amounts paid.

1843506

The Association shall give notice to the Lot Owner and the Mortgagee(s) of a Lot of any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

**5.4.1. Personal Debt of Owner.** The amount of the expenses or assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof at the time the assessment is made.

**5.4.2. Statement on Transfer of Lot.** Upon payment of a reasonable fee established by the Board, and upon written request, any prospective grantee of a Lot shall be entitled to a statement from the Board setting forth the amount of any unpaid assessments with respect to a Lot, which statement shall be conclusive upon the Association. If such statement is not tendered by the Board within ten (10) business days of its actual receipt of such request, then such requesting grantee shall not be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments against the subject Lot unless such lien has been recorded with the Santa Fe County Clerk prior to the date the request is received by the Board.

**5.4.3. No Waiver of Common and/or Special Expenses.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot, by abandonment of his Lot, or by any other means whatsoever.

## **Article 6 - Benefit and Burden**

**6.1. Enforcement.** Subject to Article 3.3 and 5.4 of this Declaration, any lot owner of the Adjoining Subdivisions, or any Adjoining Subdivision's homeowner's association through its board of directors, Architectural Control Committee, or Design Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by a party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, subject to applicable case precedent. Any lot owner of the Adjoining Subdivisions, or any Adjoining Subdivision's homeowner's association through its board of directors, Architectural Control Committee, or Design Committee shall be entitled, if it is the prevailing party in a suit, to recover all costs, expenses and reasonable attorney's fees incurred in the enforcement of the provisions of this Declaration.

**6.2. Notices.** Any notices required or permitted under this Declaration shall be in writing, addressed to the Owners at the respective addresses as shown in records maintained by The La Mirada Owners Association. Any Owner may change his address by giving notice thereof to The La Mirada Owners Association at P.O. Box 2857, Santa Fe, New Mexico 87504-2857. All Owners shall deliver mailing addresses to The La Mirada Owners Association upon execution of this Declaration and deliver, within thirty (30) days of the sale of an existing Lot or the creation of a new Lot or the change in ownership of a Lot, the mailing address of the new Owner(s) of such Lots to The La Mirada Owners



Association at the above address. The principal office of the Association is 1520 Paseo de Peralta, Suite A, Santa Fe, New Mexico, and the mailing address is Post Office Box 2857, Santa Fe, New Mexico 87504-2857. All address changes for the principal office of the Association and the mailing address shall be recorded with the Santa Fe County Clerk's Office. Except where actual receipt is required under this declaration, notices and submittals addressed as above shall be deemed delivered to and received by the receiving party as of the receipt date when mailed by United States certified mail, postage prepaid, return receipt requested, or when hand delivered or faxed and received by a Committee member, managing agent, Board member, or other person authorized to conduct business on behalf of the Association. Transmission by facsimile shall be the preferred method of notice where a facsimile number has been provided by the party receiving the notice.

1843507

**6.3. Severability.** Invalidity of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**6.4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land as shown in Exhibit A for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that Owners may, with the express written approval of those persons owning at least seventy-five (75) percent of the voting power in The La Mirada Owners Association, release the land subject hereto from all of the restrictive covenants contained in this Declaration, by executing and acknowledging an appropriate instrument not more than one (1) year and not less than ninety (90) days prior to the expiration of said initial twenty (20) year period or prior to the expiration of any ten (10) year extension period thereafter. The Owners may, at any time, without any further approval or consent, add to or supplement this Declaration in a manner which does not contradict or conflict with the restrictions under this Declaration. In addition, the Owners may, at any time, with the express written approval of those persons owning at least seventy-five (75) percent of the voting power in The La Mirada Owners Association, change, amend, modify or revise any of said restrictive covenants. Every amendment must be recorded in the Office of County Clerk, Santa Fe County, New Mexico.

**6.5. Binding Effect.** This Declaration shall be binding upon and shall inure to the benefit of Declarants, the Owners, and their respective heirs, successors and assigns, and shall run with the land as shown in Exhibit A.

IN WITNESS WHEREOF, Declarants have executed this Declaration this <sup>31</sup>~~13~~ day of

~~December~~, 2000.  
January, 2001

Stewart Title Guaranty Company

By: Randy M. Lee  
Its SENIOR VICE PRESIDENT

\_\_\_\_\_  
Charles R. Keever

1843508

\_\_\_\_\_  
Gloria M. Keever

\_\_\_\_\_  
Thomas Earl Deaton

\_\_\_\_\_  
Thomas Earl Deaton, attorney-in-fact for  
Winston Louis Deaton, James Leslie Deaton,  
Barbara Ann Rodriguez, Rose Marie Romero,  
and Charles Michael Deaton

\_\_\_\_\_  
Nora Gallagher

\_\_\_\_\_  
Tom Stern

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TRAVIS

)  
) ss.  
)

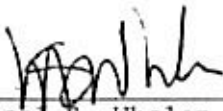
The foregoing instrument was duly acknowledged before me this 13 day of  
DECEMBER 2000, by RANDY M. LEE of Stewart Title  
Guaranty Company.

  
\_\_\_\_\_  
Notary Public

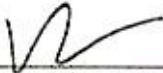
My Commission Expires:







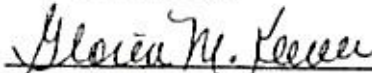
Michael S. Whalen



Kathleen Ann Keever Whalen



Charles R. Keever



Gloria M. Keever

1843509

Thomas Earl Deaton

Thomas Earl Deaton, attorney-in-fact for  
Winston Louis Deaton, James Leslie Deaton,  
Barbara Ann Rodriguez, Rose Marie Romero,  
and Charles Michael Deaton

Nora Gallagher

Tom Stern

ACKNOWLEDGMENTS

STATE OF TEXAS

)

) ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ of Stewart Title Guaranty Company.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NEW MEXICO           )  
  ) ss.  
COUNTY OF SANTA FE           )

1843510

The foregoing instrument was duly acknowledged before me this 20<sup>th</sup> day of December, 2000, by Charles R. Keever.

Robert G. Rutledge  
Notary Public



My Commission Expires: 12-30-2000

STATE OF NEW MEXICO           )  
  ) ss.  
COUNTY OF SANTA FE           )

The foregoing instrument was duly acknowledged before me this 20<sup>th</sup> day of December, 2000, by Gloria M. Keever.

Robert G. Rutledge  
Notary Public



My Commission Expires: 12-30-2000

STATE OF NEW MEXICO           )  
  ) ss.  
COUNTY OF SANTA FE           )

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Thomas Earl Deaton.

\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF NEW MEXICO

)

)ss.

COUNTY OF SANTA FE

)

1843511

The forgoing instrument was duly acknowledged before me this 20th day of December, 2000, by Kathleen Ann Keever Whalen.

Robert G. Rutledge  
Notary Public

My Commission Expires:

12-30-2000



STATE OF NEW MEXICO

)

)ss.

COUNTY OF SANTA FE

)

The forgoing instrument was duly acknowledged before me this 20th day of December, 2000, by Michael S. Whalen.

Robert G. Rutledge  
Notary Public

My Commission Expires:

12-30-2000



\_\_\_\_\_  
Charles R. Keever

\_\_\_\_\_  
Gloria M. Keever

1843512

\_\_\_\_\_  
Thomas Earl Deaton

\_\_\_\_\_  
Thomas Earl Deaton, attorney-in-fact for  
Winston Louis Deaton, James Leslie Deaton,  
Barbara Ann Rodriguez, Rose Marie Romero,  
and Charles Michael Deaton

\_\_\_\_\_  
Nora Gallagher

\_\_\_\_\_  
Tom Stern

ACKNOWLEDGMENTS

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ of Stewart Title Guaranty Company.

\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANTA FE            )

1843513

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Charles R. Keever.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANTA FE            )

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Gloria M. Keever.

\_\_\_\_\_  
Notary Public

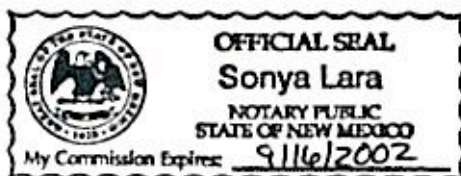
My Commission Expires:

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANTA FE            )

The foregoing instrument was duly acknowledged before me this 15th day of December, 2000, by Thomas Earl Deaton.

Sonya Lara  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

1843514

The foregoing instrument was duly acknowledged before me this 15th day of December, 2000, by Thomas Earl Deaton, attorney-in-fact for Winston Louis Deaton, James Leslie Deaton, Barbara Ann Rodriguez, Rose Marie Romero, and Charles Michael Deaton.



Sonya Lara  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Nora Gallagher.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Tom Stern.

\_\_\_\_\_  
Notary Public

My Commission Expires:



\_\_\_\_\_  
Charles R. Keever

1843515

\_\_\_\_\_  
Gloria M. Keever

\_\_\_\_\_  
Thomas Earl Deaton

\_\_\_\_\_  
Thomas Earl Deaton, attorney-in-fact for  
Winston Louis Deaton, James Leslie Deaton,  
Barbara Ann Rodriguez, Rose Marie Romero,  
and Charles Michael Deaton

  
\_\_\_\_\_  
Nora Gallagher

\_\_\_\_\_  
Tom Stern

ACKNOWLEDGMENTS

~~STATE OF TEXAS~~ CALIFORNIA )  
COUNTY OF Santa Barbara ) ss.

The foregoing instrument ~~was~~ duly acknowledged before me this 8<sup>th</sup> day of December, 2000, by \_\_\_\_\_ of Stewart Title Guaranty Company.

\_\_\_\_\_  
Notary Public

~~My Commission Expires:~~

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

1843516

The foregoing instrument was duly acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by Thomas Earl Deaton, attorney-in-fact for Winston Louis Deaton, James Leslie Deaton, Barbara Ann Rodriguez, Rose Marie Romero, and Charles Michael Deaton.

\_\_\_\_\_  
Notary Public

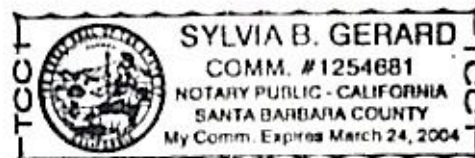
My Commission Expires:

STATE OF California )  
 ) ss.  
COUNTY OF Santa Barbara )

The foregoing instrument was duly acknowledged before me this 8<sup>th</sup> day of December, 2000, by Nora Gallagher.

Sylvia B. Gerard  
Notary Public

My Commission Expires:



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was duly acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by Tom Stern.

\_\_\_\_\_  
Notary Public

My Commission Expires:



Charles R. Keever

1843517

Gloria M. Keever

Thomas Earl Deaton

Thomas Earl Deaton, attorney-in-fact for  
Winston Louis Deaton, James Leslie Deaton,  
Barbara Ann Rodriguez, Rose Marie Romero,  
and Charles Michael Deaton

Nora Gallagher

Tom Stern

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

)  
) ss.  
)

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ of Stewart Title Guaranty Company.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

1843518

The foregoing instrument was duly acknowledged before me this 15th day of December, 2000, by Thomas Earl Deaton, attorney-in-fact for Winston Louis Deaton, James Leslie Deaton, Barbara Ann Rodriguez, Rose Marie Romero, and Charles Michael Deaton.



Sonya Lara  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Nora Gallagher.

\_\_\_\_\_  
Notary Public

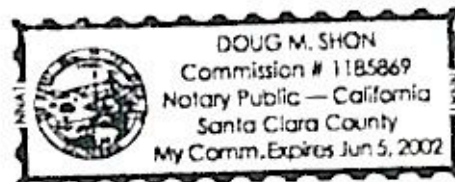
My Commission Expires:

STATE OF Ca. )  
 ) ss.  
COUNTY OF Santa Clara.

The foregoing instrument was duly acknowledged before me this 16 day of December, 2000, by Tom Stern

Doug M. Shon  
Notary Public

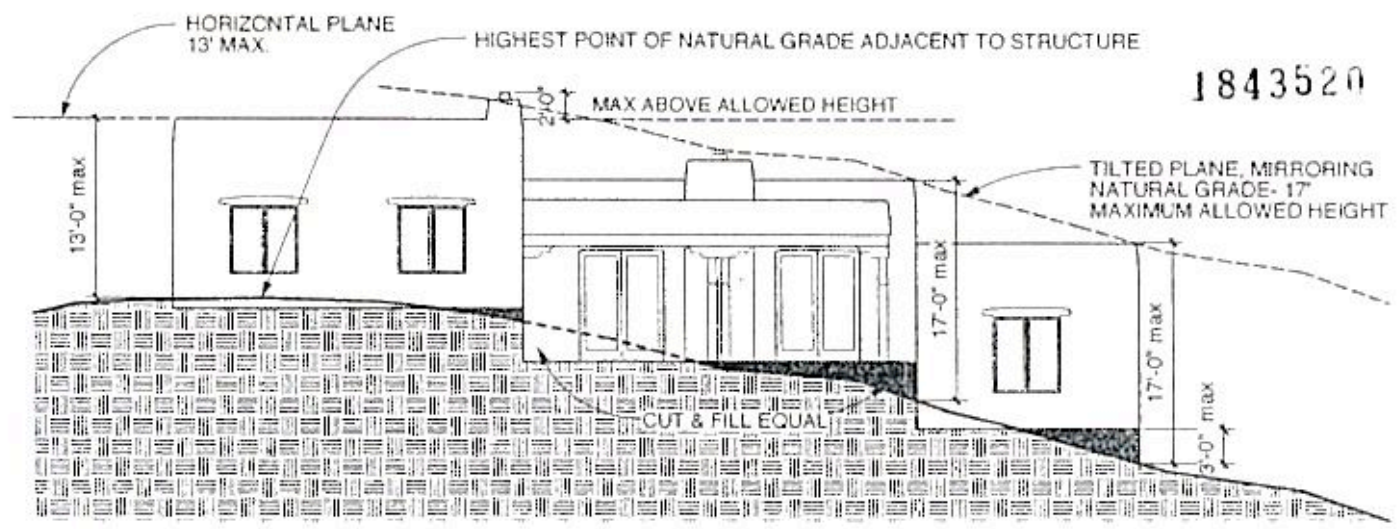
My Commission Expires: June 5, 2002.





Keever/Whalen Tract:	SW1/4 NW1/4 NE1/4 of Section 19, T 17 N, R 9 E, NMPM, Santa Fe County, New Mexico	1843519
Gallagher/Stern Tract:	NW1/4 NW1/4 NE1/4 of Section 19, T 17 N, R 9 E, NMPM, Santa Fe County, New Mexico	
Deaton Tract:	NE1/4 NW1/4 NE1/4 of Section 19, T 17 N, R 9 E, NMPM, Santa Fe County, New Mexico	
Stewart Title Tract:	SE1/4 NW1/4 NE1/4 of Section 19, T 17 N, R 9 E, NMPM, Santa Fe County, New Mexico	

1843520



**FLAT ROOFS**  
 PERMITTED MAXIMUM HEIGHT OF STRUCTURE,  
 MAXIMUM FLOOR LEVEL ABOVE NATURAL GRADE,  
 & CUT & FILL RATIO

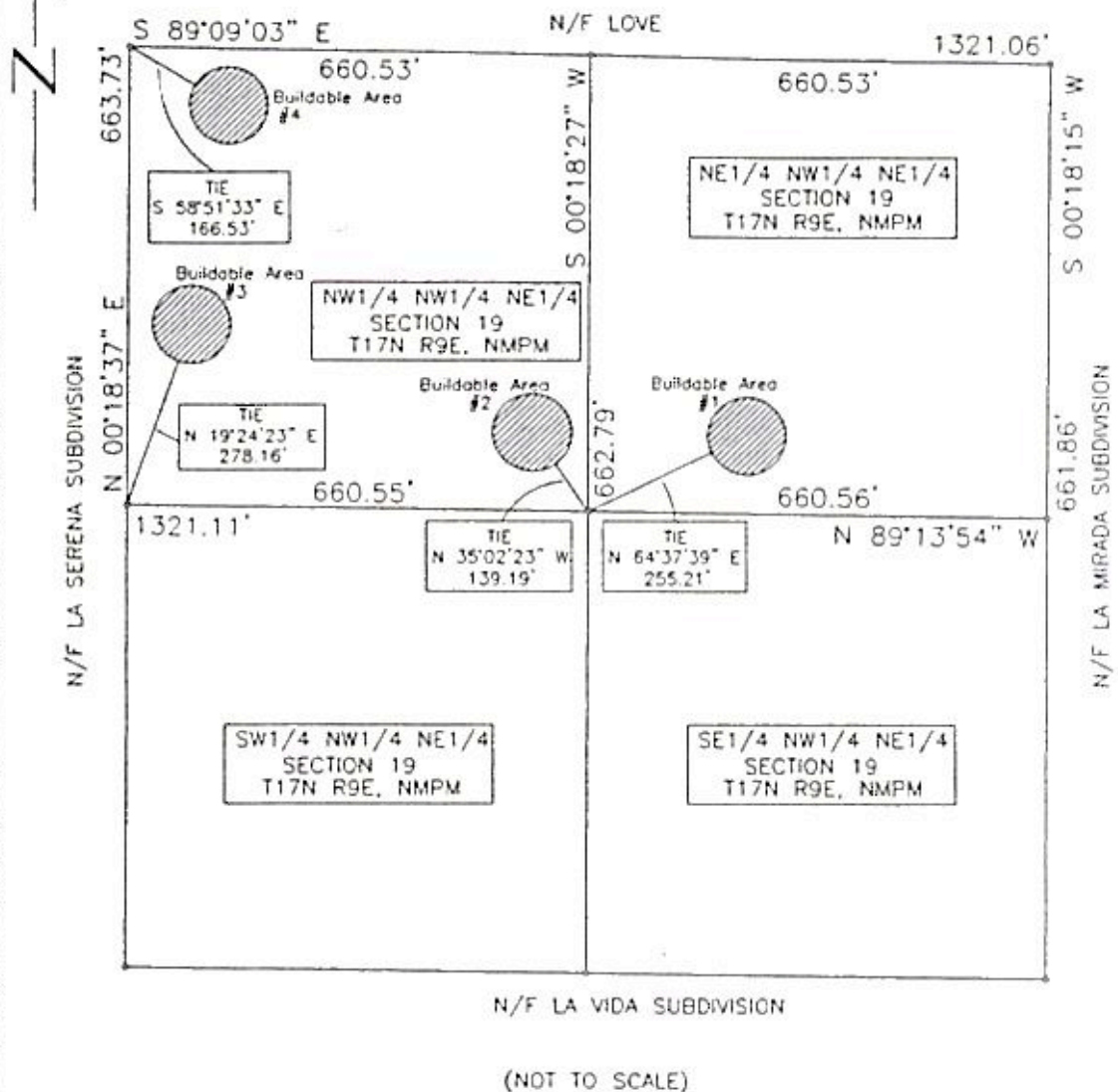


**NORTHERN NEW MEXICO RANCH  
 PITCHED ROOF STRUCTURES**  
 PERMITTED MAXIMUM HEIGHT OF STRUCTURE,  
 MAXIMUM FLOOR LEVEL ABOVE NATURAL GRADE,  
 & CUT & FILL RATIO



## EXHIBIT C

1843521



## NOTES:

1. THIS IS NOT A SURVEY. THE SURVEY DATA SHOWN HEREON IS TAKEN FROM A SURVEY DONE BY ROBERT BENAVIDES, NMLS NO. 5824, FOR W.C. DEATON AND NORA GALLACHER.
2. THE BUILDABLE AREAS SHOWN HEREON ARE ESTABLISHED TO ENSURE THE HARMONIOUS DEVELOPMENT OF THESE PROPERTIES IN ACCORDANCE WITH THE PROTECTIVE COVENANTS ASSOCIATED WITH THESE LOTS.
3. THE BUILDABLE AREAS REPRESENT A 10,000 SQUARE FOOT ENVELOPE ACCOMPANIED BY A BEARING AND DISTANCE TIE FROM THE NEAREST LOT CORNER TO THE CENTER OF THE ENVELOPE.

EXHIBIT D

1843522

PRE-APPROVED BUILDING STUCCO COLORS

The pre-approved building stucco colors follow:

El Rey Stucco Company

Buckskin #106  
La Luz #125  
Santa Fe Brown #120  
Adobe #116  
Cottonwood #115

STO Industries

Suede #1006  
Cimmaron #4180  
Abiquiu #1002  
Adobe Brown #1004  
Pecos #1001  
Santa Fe Mocha #1003  
Tumbleweed #1011

El Rey Stucco Company - Pueblo Series

Vega PF 1570  
Rio Bravo PF 825  
Taos PF 1569  
Clay PF 1571  
Pottery PF 1566

Shurcoat (Ventex, Inc.)

Sahara SC-114  
Taupe SC-18  
SC-816  
SC-272  
SC-825  
SC-271

Senergy (Harris Specialty Chemicals, Inc.)

Ash Brown 620  
Bulgar 3072  
Java 3071  
Brunet 3070  
Clay 614  
Hazelnut 618  
Sage 3107  
Concord 3106

Sonneborn (ChemRex, Inc.)

Abiquiu #1002  
Suede #1006  
Pecos #1001  
Adobe Brown #1004  
Cimmaron #4180  
Tumbleweed #1011

PRE-APPROVED METAL ROOFING COLORS

Fabral

(Painted Steel Grandrib 3)

New Charcoal Black, Code 580  
Charcoal, Code 551  
Dark Brown, Code 559  
Classic Burgundy, Code 553

Metal Sales Manufacturing Corporation  
(Pro Panel II and Classic Rib)

Brown (SRV12)  
Mocha Brown (SRV13)  
Brown (11 Low SRV)  
Forest Green (SRV 26)  
Charcoal (SRV 17)  
Black (SRV 06)