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APPLICATION NO.	03DRB-00134	PROJECT NO.	1002094
PROJECT NAME	La Tierra Que Canta		
EPC APPLICATION NO.			
APPLICANT / AGENT	Wayjohn Pete	PHONE NO.	255 2052
ZONE ATLAS PAGE	G-12		

## ONE STOP COMMENT FORM LOG

<b>TRANSPORTATION DEV (505) 924-3990</b>		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

<b>UTILITY DEV (505) 924-3989</b>		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

<b>HYDROLOGY DEV (505) 924-3986</b>		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	BLB	DATE 2/14/03
COMMENTS:		

<b>PARKS AND REC (505) 768-5328</b>		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	OS	DATE 2/19/03
COMMENTS:		

<b>PLANNING (505) 924-3858</b>		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	JM	DATE 2/25/03
COMMENTS:		
on vacation until 2/25		

(Return form with plat / site plan)

F



**City of Albuquerque**  
**Parks and Recreation Department**  
PO Box 1293, Albuquerque, New Mexico 87103  
Inter-Office Correspondence

Development Review Board Comments

**Project Number:** 1002094  
**Application Number:** 03DRB-00134

**DRB Date:** 2/5/03  
**Item Number:** 13

**Subdivision:** La Tierra Que Canta  
Tract A Alvarado Gardens, Unit 2

**Zoning:** RA-2

**Zone Page:** G-12

**New Lots (or units) :** 8

**Request for:**

- Sketch Plat Review & Comment
- Bulk Land Variance
- Site Development Plan for Subdivision
- Site Development Plan for Building Permit
- Preliminary Plat
- Final Plat
- Vacation of Public RoW
- Vacation of Public Easement
- Vacation of Private Easement
- Temp. Deferral of Sidewalk Construction
- Sidewalk Variance
- SIA Extension
- Other

**Parks and Recreation Comments:**

This request will be subject to the following requirements of the City Park Dedication and Development Ordinance:

Prior to sign-off on the final plat, a fee in-lieu of and equal to the value of the required park land dedication for 8 new residential lots will be required. The fee will be based on an estimate of land value to be provided by the City Real Property office. Alternatively, the applicant may submit current appraisal information mutually acceptable to the applicant and the City.

The park development requirement will be met via the payment of a fee prior to issuance of building permit for each new dwelling unit.

**Signed:** CS  
Christina Sandoval, (PRD)

Phone: 768-5328





**City of Albuquerque**  
**CITY OF ALBUQUERQUE**  
 P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103  
**PUBLIC WORKS DEPARTMENT**  
**DEVELOPMENT SERVICE**  
**HYDROLOGY DEVELOPMENT SECTION**

**DEVELOPMENT REVIEW BOARD--SPEED MEMO**

**DRB CASE NO/PROJECT NO: 1002094**

**AGENDA ITEM NO: 13**

**SUBJECT:**

- |                         |                            |                              |
|-------------------------|----------------------------|------------------------------|
| (01) Sketch Plat/Plan   | (05) Site Plan for Subd    | (10) Sector Dev Plan         |
| (02) Bulk Land Variance | (06) Site Plan for BP      | (11) Grading Plan            |
| (03) Sidewalk Variance  | (07) Vacation              | (12) SIA Extension           |
| (03a) Sidewalk Deferral | <b>(08) Final Plat PDA</b> | (13) Master Development Plan |
| (04) Preliminary Plat   | (09) Infrastructure List   | (14) Other                   |

**ACTION REQUESTED:**

REV/CMT:() APP:() SIGN-OFF:(x) EXTN:() AMEND:()

**ENGINEERING COMMENTS:**

An executed Subdivision Improvements Agreement with financial guarantees is on file for Final Plat sign-off. omments.

**RESOLUTION:**

APPROVED \_\_\_\_; DENIED \_\_\_\_; DEFERRED \_\_\_\_; COMMENTS PROVIDED \_\_\_\_; WITHDRAWN

SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) **(FP)** TO: (UD) **(CE)** (TRANS) **(PKS)** **(PLNG)**

FOR:

*PDA Covenants*

**SIGNED:** Bradley L. Bingham  
 City Engineer/AMAFCA Designee

**DATE:** February 5, 2003

**CITY OF ALBUQUERQUE**  
**Planning Department**  
**DRB Comments**  
**2/5/03**

**Item # 13**

**Project # 1002094**

**Application # 03DRB-00134**

**Subject:** La Tierra Que Canta/Final Plat

Section 14-16-3-11 (G) (1) of the City Comprehensive Zoning Code states:

“Convenants shall be in the form of deed restrictions and shall be referenced on the subdivision plat.”

This language is missing from the final plat as is language in Section 14-16-3-11 (G) (5), also required for this Private Commons Development.

Applicant may record plats which do not vacate public right of way or dedicate park land. Planning must have a copy of the recorded plat to close out the file.

Please provide a digital dxf file showing easements, parcels and right of way lines in New Mexico State Plane Feet NAD 1927 or 1983 for AGIS purposes. You may e-mail the information to [jmcSorley@cabq.gov](mailto:jmcSorley@cabq.gov) or provide it on a disk.



Sheran Matson, AICP  
DRB Chairperson  
924-3880

13



# DRB CASE ACTION LOG

REVISED 1/16/2003

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 03-0134 (FP)	Project # 1002094
Project Name: LA TIERRA QUE CANTA	EPC Application No.:
Agent: WAYJOHN SURVEYING	Phone No.: 255-2052

Your request for (SDP for SUB), (SDP for BPL (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on \_\_\_\_\_ by the DRB with delegation of signature(s) to the following departments.  
**OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED**

TRANSPORTATION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITIES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
 Covenants w/ respect to grading restriction  
 \_\_\_\_\_  
 \_\_\_\_\_

PARKS / CIP: E.L. payment for park dedication  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANNING (Last to sign): Covenants review/deed restrictions  
 See comments dated \_\_\_\_\_  
 EPC comments (name) \_\_\_\_\_  
 Planning must record this plat. Please submit the following items:  
 -The original plat and a mylar copy for the County Clerk.  
 -Tax certificate from the County Treasurer.  
 -Recording fee (checks payable to the County Clerk). RECORDED DATE: \_\_\_\_\_  
 -Tax proforma from the County Assessor.  
 Include copies of the approved site plan along with the originals.  
 County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.  
 Property Management's signature must be obtained prior to Planning Department's signature.  
 Copy of recorded plat AND a DXF File for Planning.

Project Number 1002094



**DEVELOPMENT REVIEW BOARD  
ACTION SHEET**

**Plaza del Sol Hearing Room, Basement, Plaza del Sol Building**

February 5, 2003                      9:00 a.m.

**MEMBERS:**

Sheran Matson, AICP, DRB Chair  
Claire Senova, Administrative Assistant

Richard Dourte, Transportation Development  
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development  
Christina Sandoval, Parks & Recreation

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**NOTE:** UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

**NOTE:** INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946 (VOICE) OR TELETYPEWRITER (TTY) 924-3361 - TTY USERS MAY ALSO ACCESS THE VOICE NUMBER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

**NOTE:** REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE BOARD SECRETARY MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON.

- A. Call to Order: 9 a.m.                      Adjourned: 11:25 a.m.
- B. Changes and/or Additions to the Agenda
- C. Announcements



**CASES WHICH REQUIRE PUBLIC NOTIFICATION**

**MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS**

1. **Project # 1000355**  
03DRB-00023 Major-Vacation of Public Easements

CARTESIAN SURVEYS INC agent(s) for SIVAGE THOMAS HOMES request(s) the above action(s) for all or a portion of Lot(s) 8, 9, 10 AND 11, **DESERT MOUNTAIN @ HIGH DESERT**, zoned SU-2/ HD / R-LT, located on SLATERIDGE PL NE, between ACADEMY NE AND SPAIN NE EAST OF TRAMWAY containing approximately 1 acre(s). (E-23) **VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

03DRB-00027 Minor-Prel & Final Plat

CARTESIAN SURVEYS INC agent(s) for SIVAGE THOMAS HOMES request(s) the above action(s) for all or a portion of Lot(s) 8, 9, 10 AND 11, Block(s) G, Unit 2, **DESERT MOUNTAIN @ HIGH DESERT**, zoned SU-2/ HD / R-LT, located on SLATERIDGE PL NE, between ACADEMY NE AND SPAIN NE EAST OF TRAMWAY containing approximately 1 acre(s). (E-23) **PRELIMINARY PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING.**
  
2. **Project # 1001267**  
03DRB-00021 Major-Preliminary Plat Approval  
03DRB-00022 Minor-Temp Defer SDWK

MARK GOODWIN & ASSOCIATES PA agent(s) for KB HOMES OF NEW MEXICO request(s) the above action(s) for all or a portion of Tract(s) 46-48, **DESERT PINE UNIT 4**, TOWN OF ATRISCO GRANT, zoned RD-9, located on SUNSET GARDENS SW, between EUCARIZ AVE SW and SUNSET GARDENS SW containing approximately 16 acre(s). [REF: 01DRB-01009, 01EPC-00728] (L-9) **DEFERRED AT THE AGENT'S REQUEST TO 2/19/03.**

3. **Project # 1001306**  
03DRB-00038 Major-Bulk Land Variance  
03DRB-00039 Major-Vacation of Pub Right-  
of-Way  
03DRB-00040 Major-Final Plat Approval

SURV-TEK INC agent(s) for CURB WEST/WEST FORK LTD/TRAILS MANAGEMENT request(s) the above action(s) for all or a portion of Tract(s) 1B1C, 1B1D, 1B1E and 1B1G, **SEVILLE SUBDIVISION**, zoned R-LT, located on NORTH OF IRVING BLVD NW, between UNIVERSE BLVD NW and KAYENTA BLVD NW containing approximately 48 acre(s). [REF: 02DRB-01250, 02DRB-01381] (A-10) **BULK LAND VARIANCE APPROVED. VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT.**

4. **Project # 1002025**  
03DRB-00044 Major-Preliminary Plat  
Approval  
03DRB-00045 Minor-Temp Defer SDWK

ADVANCED ENGINEERING & CONSULTING LLC, agent(s) for FRED N SEELEY request(s) the above action(s) for all or a portion of THE NORTH PORTION OF Tract(s) 6, **LANDS OF C. H. HALL**, zoned SU-1/ MH, located on 90TH ST NW, between VOLCANO RD NW and BLUEWATER RD NW containing approximately 4 acre(s). (K-9) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 2/5/03 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 10/9/02 THE PRELIMINARY PLAT WAS APPROVED. TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS WAS APPROVED FOR THE FRONTAGE AND SIDE YARDS OF THE DEVELOPABLE LOTS ON THE INTERIOR STREETS AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

- 03DRB-00138 Minor-SiteDev Plan  
BldPermit/EPC  
03DRB-00139 Minor-Amnd SiteDev Plan  
Subd/EPC

ADVANCED ENGINEERING & CONSULTING LLC, agent(s) for FRED N SEELEY request(s) the above action(s) for all or a portion of THE NORTH PORTION OF Tract(s) 6, **LANDS OF C. H. HALL**, zoned SU-1/ MH, located on 90TH ST NW, between VOLCANO RD NW and BLUEWATER RD NW containing approximately 4 acre(s). [REF: 02EPC-01435, 02EPC-01142] **[Makita Hill, EPC Case Planner] (K-9) SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT. THE AMENDED SITE PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT.**

5. **Project # 1002092**  
03DRB-00041 Major-Vacation of Pub Right-of-Way

BOHANNAN HUSTON INC agent(s) for OXBOW BLUFF HOMEOWNERS ASSOCIATION request(s) the above action(s) for all or a portion of Lot(s) 1-63, **OXBOW BLUFF SUBDIVISION**, zoned SU-3, located on OXBOW DR NW, between COORS BLVD NW and RIO GRANDE RIVER NW containing approximately 41 acre(s). [REF: DRB-97-501 ] (G-11) **VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE WITH ADDITIONAL CONDITION.**

03DRB-00131 Minor-Final Plat Approval

BOHANNAN HUSTON INC agent(s) for OXBOW NORTH LLC request(s) the above action(s) for all or a portion of Tract(s) B-1, **ARCHDIOCESE OF SANTA FE, OXBOW NORTH**, zoned SU-3, located on OXBOW DR NW, EAST OF COORS BLVD NW, SOUTH OF NAMASTE DR NW AND NORTH OF ST PIUS X HIGH SCHOOL containing approximately 41 acre(s). [REF: 02-01371, 02-01375, 02-01068, 02-01376 ] (G-11) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PARKS AND PLANNING.**

6. **Project # 1002132**

03DRB-00031 Major-Preliminary Plat  
Approval  
03DRB-00032 Major-Vacation of Public  
Easements  
03DRB-00033 Minor-Sidewalk Waiver  
03DRB-00034 Minor-Sidewalk Variance  
03DRB-00035 Minor-Temp Defer SDWK

03DRB-00135 Minor-SiteDev Plan Subd/EPC  
03DRB-00137 Minor-SiteDev Plan  
BldPermit/EPC

BOHANNAN HUSTON, INC. agent(s) for T. S. MCNANEY & ASSOCIATES, request(s) the above action(s) for all or a portion of Tract(s) G (to be known as **VILLA DE VILLAGIO SUBDIVISION**, VILLAGE CENTER NORTH, zoned SU-1 / R-2 special use zone, located EAST OF UNSER BLVD NW, between WESTSIDE BLVD NW and MCMAHON BLVD NW containing approximately 13 acre(s). [REF: 02-01190 (SK)] [DEFERRED FROM 2/5/03] (A-11) **DEFERRED AT THE AGENT'S REQUEST TO 2/12/03.**

CONSENSUS PLANNING INC agent(s) for T S MCNANEY & ASSOCIATES request(s) the above action(s) for all or a portion of Tract(s) G, VILLAGE CENTER NORTH SUBDIVISION, (to be known as **VILLA DE VILLAGIO SUBDIVISION**, zoned SU-1 / R-2, located WEST OF UNSER BLVD NW, SOUTH OF SUMMER RIDGE RD NW, containing approximately 14 acre(s). [REF: 1000898 / 02EPC-001347, 1000898 / 02EPC-001348, 1000898 / 03EPC-00031] [Russell Brito, EPC Case Planner] [DEFERRED FROM 2/5/03] (A-11) **DEFERRED AT THE AGENT'S REQUEST TO 2/12/03.**

7. **Project # 1002375**

02DRB-01852 Major-Vacation of Pub Right-  
of-Way

JOSE L. PADILLA request(s) the above action(s) for all or a portion of Lot(s) 1-5 & E-H, Block(s) 3A **PALISADES ADDITION**, zoned C-1, located on BLUEWATER RD NW, between YUCCA NW and PLANO NW containing approximately 2 acre(s). [Deferred from 1/8/03] (J-11) **VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

8. **Project # 1001866**  
02DRB-01848 Major-Preliminary Plat  
Approval  
02DRB-01849 Minor – Temp Defer SDWK

MARK GOODWIN & ASSOCIATES, PA, agent(s) for NORTH VALLEY DEVELOPMENT LTD., LLC, request(s) the above action(s) for all or a portion of Lot(s) 16 & 17, ALVARADO ADDITION, **CAMPBELL FARM SUBDIVISION**, zoned RA-2 residential and agricultural zone, located on CAMPBELL RD NW BETWEEN RIO GRANDE BLVD NW AND THE GRIEGOS DRAIN, containing approximately 5 acre(s). [REF: 02500-00540 (SK)] [Deferred from 1/22/03] (G-13) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 2/5/03 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 2/3/03 THE PRELIMINARY PLAT WAS APPROVED WITH CONDITION. THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS WAS APPROVED FOR THE FRONTAGE AND SIDE YARDS OF THE DEVELOPABLE LOTS ON THE INTERIOR STREETS AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

9. **Project # 1001986**  
02DRB-01927 Major-Preliminary Plat  
Approval  
02DRB-01928 Minor-Temp Defer SDWK  
02DRB-01929 Minor-Subd Design Variance

MARK GOODWIN & ASSOCIATES, PA agent(s) for RIO OESTE DEVELOPMENT request(s) the above action(s) for all or a portion of Tract(s) D & E (to be known as **RIO OESTE SUBDIVISION**, TAYLOR RANCH, zoned R-1, located on COORS BLVD NW, between LA ORILLA NW and MONTANO PLAZA DR NW containing approximately 10 acre(s). [Deferred from 2/5/03] (E-12) **DEFERRED AT THE AGENT'S REQUEST TO 2/12/03.**

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

**NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.**

10. **Project # 1002371**  
02DRB-01824 Minor-SiteDev Plan  
BldPermit/EPC  
02DRB-01825 Minor-Prelim&Final Plat  
Approval
- TIERRA WEST LLC agent(s) for SENECA INVESTMENT COMPANY request(s) the above action(s) for all or a portion of Block(s) 15, Tract(s) 1A, 1B & 1C, **ALBAN HILLS UNIT 1, (to be known as STONELEIGH ON THE BOSQUE APARTMENTS)** zoned SU-1/R-2, located on COORS BLVD NW, between LA ORILLA RD NW and CORRALES MAIN CANAL containing approximately 18 acre(s). [REF: Z-98-30, DRB-98-113, DRB-98-375] [Russell Brito, EPC Case Planner] [Deferred from 12/11/02 AND 1/8/03] (D-12) **SITE PLAN FOR BUILDING PERMIT WAX APPROVED WITH FINAL SIGN OFF DELEGATED OT CITY ENGINEER (SIA) AND UTILITIES DEVELOPMENT. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 2/45/03 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 8/2/02 THE PRELIMINARY PLAT WAS APPROVE WITH FINAL PLAT SIGN OFF DELEGATED TO PARKS AND CITY ENGINEER.**

**MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS**

11. **Project # 1000662**  
03DRB-00130 Minor-Vacation of Private  
Easements
- TIERRA WEST, LLC agent(s) for JONES DEVELOPMENT CO. request(s) the above action(s) for all or a portion of Tract(s) 3A3-A-2-A, **RENAISSANCE CENTER**, zoned SU-1 special use zone, FOR I-P, located on MISSION AVE NE, between ALEXANDER BLVD NE and CULTURE DR NE containing approximately 6 acre(s). [REF: 02DRB-01115, 02DRB-00656, 01DRB-00359, 00DRB-01283, Z-99-105, DRB-98-277] (F-16) **VACATION APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

12. **Project # 1001786**  
03DRB-00128 Minor-Ext of SIA for Temp  
Defer SDWK
- WILLIAM T. CANIGLIA agent(s) for THE GARDENS, INC. request(s) the above action(s) for all or a portion of Lot(s) 1, 3, 4, 5, 7, 19, 24, 25, 26, 33 AND 35, UNIT 1, Tract(s) C-3, **THE GARDENS ON THE RIO GRANDE**, zoned RA-1 residential and agricultural zone, semi-urban area, located on the SOUTH SIDE OF MOUNTAIN RD NW, between LAGUNA SECA LN NW and ALAMEDA DRAIN containing approximately 18 acre(s). [REF: 02DRB-00381] (J-12) **A TWO-YEAR EXTENSION TO THE FOUR-YEAR AGREEMENT FOR THE DEFERRAL OF SIDEWALKS WAS APPROVED.**

13. **Project # 1002094**  
03DRB-00134 Minor-Final Plat Approval
- WAYJOHN SURVEYING INC. agent(s) for TRELIS PARTNERS LLC request(s) the above action(s) for all or a portion of Tract(s) A, ALVARADO GARDENS, UNIT 2, **LA TIERRA QUE CANTA**, zoned RA-2, located on TRELIS DR NW, between CAMPBELL RD NW and ORO VISTA NW containing approximately 3 acre(s). [REF: ZA-78-16, 02DRB-01069, SP-78-134] (G-12) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PARKS, CITY ENGINEER AND PLANNING.**



14. **Project # 1002377**  
03DRB-00126 Minor-Temp Defer SDWK

SURV-TEK, INC. agent(s) for ALBUQUERQUE CHRISTIAN CHILDREN'S HOME request(s) the above action(s) for all or a portion of Tract(s) B-1A, **LANDS OF JOEL P. TAYLOR & UNPLATTED LANDS**, zoned SU-1 special use zone, P D A, A-1, located on the EAST SIDE OF WINTER HAVEN RD NW, between MONTANO RD NW and MONTANO PLAZA DR NW containing approximately 13 acre(s). [REF: DRB-95-469, Z-90-10, AX-90-53,] (E-12) **TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION WAS WITHDRAWN AT THE AGENT'S REQUEST.**

02DRB-01860 Minor-Prelim&Final Plat Approval

SURV-TEK, INC. agent(s) for ALBUQUERQUE CHRISTIAN CHILDREN'S HOME request(s) the above action(s) for all or a portion of Tract(s) B-1A, **LANDS OF JOEL P. TAYLOR & UNPLATTED LANDS**, zoned SU-1 special use zone, P D A, A-1, located on the EAST SIDE OF WINTER HAVEN RD NW, between MONTANO RD NW and MONTANO PLAZA DR NW containing approximately 13 acre(s). [REF:DRB-95-469,Z-90-10,AX-90-53](E-12) **THE PRELIMINARY PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT.**

15. **Project # 1002378**  
03DRB-00136 Minor-Prelim&Final Plat Approval

WAYJOHN SURVEYING INC. agent(s) for THOMAS HEFLIN request(s) the above action(s) for all or a portion of Lot(s) 9, **LA CUEVA TOWN CENTER** and Lots 9, 10, 23, 24, Block 30, Unit 3, Tract 2, **North Albuquerque Acres**, zoned O-1, located on CARMEL AVE NE, between WYOMING BLVD NE and BARSTOW ST NE containing approximately 5 acre(s). [REF: DRB-98-402, ZA-98-109, V-96-109, 00128-00466, 00450-00876, 02DRB-01749] (C-19) **PRELIMINARY PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER AND PLANNING.**

16. **Project # 1000147**  
02DRB-01961 Minor-Final Plat Approval

MARK GOODWIN & ASSOCIATES, PA agent(s) for C & W LAND DEVELOPMENT ENTERPRISE INC., request(s) the above a action(s) for all or a portion of Tract(s) A, Unit 1, **WHISPERING POINTE SUBDIVISION, UNIT 2**, zoned R-D residential and related uses zone, developing area, 9DU/AC, located on the southside of SUNSET GARDENS RD SW, between 82ND ST SW and UNSER BLVD SW containing approximately 16 acre(s). [REF: DRB-97-497, Z-97-78, 01DRB-00128 FP, 00DRB-00077 XT PP, 01DRB-00005 XPP01DRB-00039 AmPP][Deferred from 1/29/03](L-10) **FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

**NO ACTION IS TAKEN ON THESE CASES:**

IF APPLICANT IS NOT PRESENT, COMMENTS WILL BE FORWARDED

17. **Project # 1002449**  
03DRB-00111 Minor-Sketch Plat or Plan

SURVEYS SOUTHWEST LTD agent(s) for JESSIE P MONTOYA request(s) the above action(s) for all or a portion of Tract(s) 133A-1-A-1-A, **MRGCD MAP 39**, zoned R-1, located on ARENAL MAIN CANAL SW, between BLUEWATER SW and ATRISCO DR SW containing approximately 2 acre(s). (J-11) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

18. **Project # 1002452**  
03DRB-00129 Minor-Sketch Plat or Plan

WILSON & COMPANY, INC. agent(s) for CITY OF ALBUQUERQUE, OPEN SPACE, request(s) the above action(s) for all or a portion of Lot 6, Tract(s) A , B & 1-6, **LANDS OF RAY A. GRAHAM III, OVENWEST**, zoned SU-1 special use zone, FOR C-2, O-1, & PRD (10 DU/AC), located on the EAST SIDE OF COORS BLVD NW, between LEARNING RD NW and MONTANO RD NW containing approximately 71 acre(s). [REF: 02DRB-00058,02DRB-00059,02DRB-00116,02-01543] (E-12) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

19. Approval of the Development Review Board Minutes for January 22, 2003. THE MINUTES WERE APPROVED SUBJECT TO CHANGES BY THE BOARD.

20. Other Matters: NONE

ADJOURNED: 11:25 A.M.

Completed  
10-19-02

PROJECT NO. 10002094	APPLICATION NO. 02DRB - 01452
PROJECT NAME La Tierra Que Canta	
EPC APPLICATION NO. —	Chris Clott 842-8647
APPLICANT / AGENT Infill Solutions LLC	PHONE NO. 255-2052
ZONE ATLAS PAGE G-12	Wayjohn Surveying

## ONE STOP COMMENT FORM LOG

TRANSPORTATION DEV (505) 924-3990		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

UTILITY DEV (505) 924-3989		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

HYDROLOGY DEV (505) 924-3986		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

PARKS AND REC (505) 768-5328		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE	DATE
COMMENTS:		

PLANNING (505) 924-3858		
PLANS DISAPPROVED	DATE	DATE
PLANS APPROVED	DATE 10/18/02	DATE
COMMENTS:		
Distribution		

(Return form with plat / site plan)



# DRB CASE ACTION LOG

REVISED 8/20/2002

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 02-01452 Site Plan Sub.	Project # 1002094
Project Name: LA TIERRA QUE CANTA SUB.	EPC Application No.:
Agent: Wayjohn Surveying Inc.	Phone No.: 255-7052

Your request for (~~SDP for SUB~~), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 10/2/02 by the DRB with delegation of signature(s) to the following departments.  
**OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED**

TRANSPORTATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

UTILITIES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_

See comments dated \_\_\_\_\_

EPC comments (name) \_\_\_\_\_

Planning must record this plat. Please submit the following items:

- The original plat and a mylar copy for the County Clerk.
- Tax certificate from the County Treasurer.
- Recording fee (checks payable to the County Clerk). RECORDED DATE: \_\_\_\_\_
- Tax printout from the County Assessor.

Include 3 copies of the approved site plan along with the originals.

County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.

Property Management's signature must be obtained prior to Planning Department's signature.

Project Number 1002094



# DRB CASE ACTION LOG

REVISED 8/20/2002

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 02-01452 Site Plan Sub.  
Project Name: **LA TIERRA QUE CANTA SUB.**  
Agent: Wayjohn Surveying Inc.

Project # **1002094**  
EPC Application No.:  
Phone No.: **255-7052**

Your request for (~~SDP for SUB~~), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 10/2/02 by the DRB with delegation of signature(s) to the following departments.  
**OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED**

TRANSPORTATION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITIES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_

See comments dated \_\_\_\_\_

EPC comments (name) \_\_\_\_\_

Planning must record this plat. Please submit the following items:

-The original plat and a mylar copy for the County Clerk.

-Tax certificate from the County Treasurer.

-Recording fee (checks payable to the County Clerk). RECORDED DATE: \_\_\_\_\_

-Tax printout from the County Assessor.

Include 3 copies of the approved site plan along with the originals.

County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.

Property Management's signature must be obtained prior to Planning Department's signature.

Project Number

1002094



## OFFICIAL NOTICE

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
LAND DEVELOPMENT COORDINATION DIVISION

10-3-02

**8. Project # 1002094**  
02DRB-01451 Minor-Sidewalk Waiver  
02DRB-01452 Minor-SiteDev Plan Subd

WAYJOHN SURVEYING INC. agent(s) for INFILL SOLUTIONS LLC, CHRIS CALLOT request(s) the above action(s) for all or a portion of Tract(s) A, **ALVARADO GARDENS, UNIT 2**, (to be known as **LA TIERRA QUE CANTA SUBDIVISION**) zoned RA-2 residential and agricultural zone, located on TRELIS DR NW, between CAMPBELL RD. NW and ORO VISTA RD. NW containing approximately 3 acre(s). [REF: 02DRB-01069 SK, ZA-78-16] (G-12)

At the October 2, 2002, Development Review Board meeting, a Sidewalk Variance for waiver of sidewalks was approved as shown on Exhibit D in the Planning file.

The Site Plan for Subdivision was approved with final signoff delegated to Planning.

**Project # 1002094**  
02DRB-01392 Minor-Preliminary Plat Approval

WAYJOHN SURVEYING INC. agent(s) for TRELIS PARTNERS LLC request(s) the above action(s) for all or a portion of Tract(s) A, **ALVARADO GARDENS, UNIT 2**, zoned RA-2 residential and agricultural zone, located on the east side of TRELIS DR NW, between CAMPBELL RD NW and ORO VISTA RD NW containing approximately 3 acre(s). [REF: ZA-78-16, 02DRB-01069] [DEFERRED FROM 9/18/02] (G-12)

At the October 2, 2002, Development Review Board meeting, with the signing of the infrastructure list dated 10/2/02 and approval of the grading plan engineer stamp dated 9/20/02 the preliminary plat was approved.

If you wish to appeal this decision, you must do so by October 17, 2002 in the manner described below.

Appeal is to the Environmental Planning Commission. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Division form, to the Planning Division, within 15 days of the Development Review Board's decision.

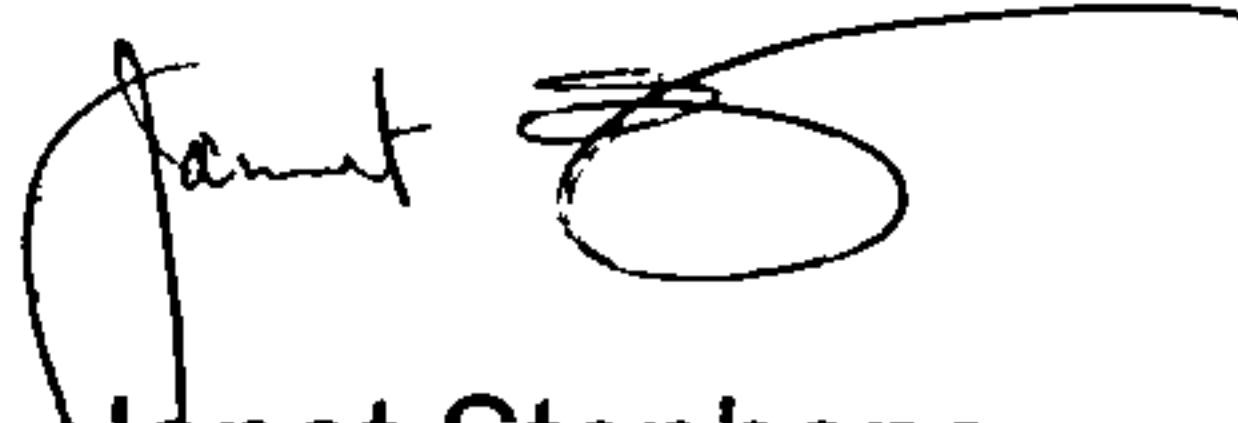


**OFFICIAL NOTICE**  
**PAGE TWO**

The date the determination in question is issued is not included in the 15-day period for filing an appeal; If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Please note that a Preliminary Plat approval date is the date of the DRB action plus the 15-day appeal period. The Preliminary Plat approval is effective one year from that date. The DRB must take action on the Preliminary Plat Extension prior to the expiration of the approval or the Preliminary Plat approval is null and void. (REF: Chapter 14 Article 14 Part 3-4 (E) Revised Ordinance.)

  
Janet Stephens  
DRB Chair

cc: Infill Solutions LLC, 1405 Roma Ave NW, 87104  
Wayjohn Surveying Inc., 330 Louisiana Blvd NE, 87108  
Loren Hines, Property Management, Legal Dept./4th Flr, City/County Bldg.  
Arlene Portillo, Public Works Department, 2nd Floor, Plaza del Sol Bldg.  
File



Project Number: \_\_\_\_\_

**ORIGINAL**

**INFRASTRUCTURE LIST**

**EXHIBIT "A"**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Date Submitted: 10/2/02  
 Date Site Plan Approved: 10/2/02  
 Date Preliminary Plat Approved: 10/2/02  
 Date Preliminary Plat Expires: 10/2/03  
 DRB Project No.: 1002094  
 DRB Application No.: 02DRB-01392

LA TIERRA QUE CANTA

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOT A, ALVARADO GARDENS UNIT 2

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		550 ft	FORCE MAIN SEWER 2" LINE	RIO ENCANTADO	TRELLIS	CUL DE SAC	1	1	1
		550 ft	6" WATER LINE	RIO ENCANTADO	TRELLIS	EAST P.L.	1	1	1
		1 EA	WATER VALVE	RIO ENCANTADO			1	1	1
		1 EA	FIRE HYDRANT	RIO ENCANTADO			1	1	1
		679 ft	GRAVEL ROAD 24' WIDE	RIO ENCANTADO	TRELLIS	CUL-DE-SAC	1	1	1
							1	1	1
							1	1	1
							1	1	1
							1	1	1

Sep 16 02 04:28P  
 LAND RESOURCES  
 9243862  
 P. 3

**ORIGINAL**  
 STA: COA DRC  
 Sequence # Project #

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
					/	/	/
					/	/	/
					/	/	/
					/	/	/

**NOTES**

- 1 WATER, SEWER AND ROADWAY IMPROVEMENTS TO OCCUR SIMULTANEOUSLY
- 2 GRADING AND DRAINAGE CERTIFICATION REQUIRED FOR RELEASE OF FINANCIAL GUARANTEE AND SUBDIVISION IMPROVEMENTS AGREEMENT
- 3

**AGENT / OWNER**      **DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

THOMAS D. JOHNSTON (AGENT)  
 NAME (print)

TGC ENGINEERING INC. (AGENT)  
 FIRM

[Signature] 10/1/02  
 SIGNATURE - date

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: 10 02-04

[Signature] 10/2/02  
 DRB CHAIR - date

[Signature] 10-02-02  
 TRANSPORTATION DEVELOPMENT - date

[Signature] 10/2/02  
 UTILITY DEVELOPMENT - date

[Signature] 10/2/02  
 CITY ENGINEER - date

Christina Sandoval 10/2/02  
 PARKS & GENERAL SERVICES - date  
 Recreation

AMAFCA - date

- date

- date

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

Sep 16 02 04:28P

LAND RESOURCES

9243862



**City of Albuquerque**  
CITY OF ALBUQUERQUE  
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103  
**PUBLIC WORKS DEPARTMENT**  
**DEVELOPMENT SERVICE**  
**HYDROLOGY DEVELOPMENT SECTION**

**DEVELOPMENT REVIEW BOARD--SPEED MEMO**

**DRB CASE NO/PROJECT NO: 1002094**

**AGENDA ITEM NO: 8**

**SUBJECT:**

- |                         |                          |                              |
|-------------------------|--------------------------|------------------------------|
| (01) Sketch Plat/Plan   | (05) Site Plan for Subd  | (10) Sector Dev Plan         |
| (02) Bulk Land Variance | (06) Site Plan for BP    | (11) Grading Plan            |
| (03) Sidewalk Variance  | (07) Vacation            | (12) SIA Extension           |
| (03a) Sidewalk Deferral | (08) Final Plat          | (13) Master Development Plan |
| (04) Preliminary Plat   | (09) Infrastructure List | (14) Other                   |

**ACTION REQUESTED:**

REV/CMT:() APP:(x) SIGN-OFF:() EXTN:() AMEND:()

**ENGINEERING COMMENTS:**

An approved drainage plan dated 9-20-02 is on file for Preliminary Plat approval.

**RESOLUTION:**

APPROVED ; DENIED \_\_\_\_; DEFERRED \_\_\_\_; COMMENTS PROVIDED \_\_\_\_; WITHDRAWN

SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PKS) (PLNG)

FOR:

**SIGNED:** Bradley L. Bingham  
City Engineer/AMAFCA Designee

**DATE:** October 2, 2002





**City of Albuquerque**  
**Parks and Recreation Department**  
PO Box 1293, Albuquerque, New Mexico 87103  
Inter-Office Correspondence  
Development Review Board Comments

**Project Number:** 1002094  
**Application Number:** 02DRB-01392

**DRB Date:** 9/18/02  
**Item Number:** 6

**Subdivision:** La Tierra Que Canta  
Tract A Alvarado Gardens Unit 2

**Zoning:** RA-2

**Zone Page:** G-12

**New Lots (or units) :** 8

**Request for:**


- Sketch Plat Review & Comment
- Bulk Land Variance
- Site Development Plan for Subdivision
- Site Development Plan for Building Permit
- Preliminary Plat
- Final Plat
- Vacation of Public RoW
- Vacation of Public Easement
- Vacation of Private Easement
- Temp. Deferral of Sidewalk Construction
- Sidewalk Variance
- SIA Extension
- Other

**Parks and Recreation Comments:**

This request will be subject to the following requirements of the City Park Dedication and Development Ordinance:

Prior to sign-off on the final plat, a fee in-lieu of and equal to the value of the required park land dedication for 8 new residential lots will be required. The fee will be based on an estimate of land value to be provided by the City Real Property office. Alternatively, the applicant may submit current appraisal information mutually acceptable to the applicant and the City.

The park development requirement will be met via the payment of a fee prior to issuance of building permit for each new dwelling unit.

**Signed:**   
\_\_\_\_\_  
Christina Sandoval, (PRD)

Phone: 768-5328



**City of Albuquerque**  
**CITY OF ALBUQUERQUE**  
 P.O. BOX 1298 ALBUQUERQUE, NEW MEXICO 87103  
**PUBLIC WORKS DEPARTMENT**  
**DEVELOPMENT SERVICE**  
**HYDROLOGY DEVELOPMENT SECTION**

**DEVELOPMENT REVIEW BOARD--SPEED MEMO**

**DRB CASE NO/PROJECT NO: 1002094**

**AGENDA ITEM NO: 6**

**SUBJECT:**

- |                              |                          |                              |
|------------------------------|--------------------------|------------------------------|
| (01) Sketch Plat/Plan        | (05) Site Plan for Subd  | (10) Sector Dev Plan         |
| (02) Bulk Land Variance      | (06) Site Plan for BP    | (11) Grading Plan            |
| (03) Sidewalk Variance       | (07) Vacation            | (12) SIA Extension           |
| (03a) Sidewalk Deferral      | (08) Final Plat          | (13) Master Development Plan |
| <b>(04) Preliminary Plat</b> | (09) Infrastructure List | (14) Other                   |

**ACTION REQUESTED:**

REV/CMT:() APP:() SIGN-OFF:(x) EXTN:() AMEND:()

**ENGINEERING COMMENTS:**

An approved drainage plan is required for Preliminary Plat approval.

**RESOLUTION:**

10-2-02

APPROVED \_\_\_\_; DENIED \_\_\_\_; DEFERRED X; COMMENTS PROVIDED \_\_\_\_; WITHDRAWN

SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PKS) (PLNG)

FOR:

**SIGNED:** Bradley L. Bingham  
 City Engineer/AMAFCA Designee

**DATE:** September 18, 2002



**City of Albuquerque**  
**Parks and Recreation Department**  
PO Box 1293, Albuquerque, New Mexico 87103  
Inter-Office Correspondence  
Development Review Board Comments

**Project Number:** 1002094  
**Application Number:** 02DRB-01069

**DRB Date:** 7/24/02  
**Item Number:** 14

**Subdivision:** Trellis Drive, Private Commons Development  
Tract A, Alvaeado Gardens, Unit 2

**Request for:**

- Sketch Plat Review & Comment
- Bulk Land Variance
- Site Development Plan for Subdivision
- Site Development Plan for Building Permit
- Preliminary Plat
- Final Plat
- Vacation of Public RoW
- Vacation of Public Easement
- Vacation of Private Easement
- Temp. Deferral of Sidewalk Construction
- Sidewalk Variance
- SIA Extension
- Other

**Zoning:** RA-2

**Zone Page:** G-12

**New Lots (or units) :** 8

**Parks and Recreation Comments:**

This request will be subject to the following requirements of the City Park Dedication and Development Ordinance:

Prior to sign-off on the final plat, a fee in-lieu of and equal to the value of the required park land dedication for 8 new residential lots will be required. The fee will be based on an estimate of land value to be provided by the City Real Property office. Alternatively, the applicant may submit current appraisal information mutually acceptable to the applicant and the City.

The park development requirement will be met via the payment of a fee prior to issuance of building permit for each new dwelling unit.

**Signed:** 

Christina Sandoval, (PRD)

Phone: 768-5328



**DEVELOPMENT REVIEW BOARD  
ACTION SHEET**

**Plaza del Sol Hearing Room, Basement, Plaza del Sol Building**

September 18, 2002

9:00 a.m.

**MEMBERS:**

Janet Stephens, DRB Chair  
Claire Senova, Administrative Assistant

Richard Dourte, Transportation Development  
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development  
Christina Sandoval, Parks & Recreation

\*\*\*\*\*

**NOTE:** UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

**NOTE:** INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946 (VOICE) OR TELETYPEWRITER (TTY) 924-3361 - TTY USERS MAY ALSO ACCESS THE VOICE NUMBER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

**NOTE:** REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE BOARD SECRETARY MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON.

- A. Call to Order
- B. Changes and/or Additions to the Agenda
- C. Announcements

**CASES WHICH REQUIRE PUBLIC NOTIFICATION**  
**MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS**

1. **Project # 1000415**  
02DRB-01285 Major-One Year SIA  
AIM MANAGEMENT CORPORATION agent(s) for CLEARBROOK INVESTMENTS INC request(s) the above action(s) for all or a portion of Lot(s) ALL, **CHAMISA COVE SUBDIVISION**, zoned R-D -10 DU/A, located on MAIDEN GRASS RD NW, between OURAY NW and MIAMI NW [REF: 00410-01432, 00440-01437] (H-11) **A ONE-YEAR EXTENSION OF THE SIA WAS APPROVED TO THE CONSTRUCTION COMPLETION DEADLINE DATE OF 9/18/03**



2. **Project # 1001871**  
02DRB-01176 Major – Preliminary Plat approval  
02DRB-01177 Minor - Temp Defer SDWK  
02DRB-01178 Major – Vacation of Public Right-of-Way

MARK GOODWIN & ASSOCIATES, PA agent(s) for RANDALL HOMES, LLC request(s) the above action(s) for all or a portion of Lot(s) 28 & 29, Block 12, Unit 3, Tract 1, NORTH ALBUQUERQUE ACRES, (to be known as **DESERT HIGHLANDS @ LA CUEVA**) zoned RD 3DU/AC, located on MODESTO AVE NE, between WYOMING BLVD NE and BARSTOW ST NE containing approximately 3 acre(s). [DEFERRED FROM 9/18/02] (C-19) **DEFERRED AT THE AGENT'S REQUEST TO 10/2/02.**

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

**NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.**

3. **Project # 1001756**  
02DRB-01393 Minor-Amend SiteDev Plan BldPermit/EPC

JEFF MORTENSEN & ASSOCIATES agent(s) for VERIZON WIRELESS request(s) the above action(s) for all or a portion of Lot(s) 3, **CALMAT SUBDIVISION**, zoned SU-1 special use zone for Communication Facility, located on EUBANK NE, between OSUNA NE and MONTGOMERY BLVD NE containing approximately 1 acre(s). [REF: Z-90-75, Z-90-80, 02EPC-00284] **[Russell Brito for Lola Bird, EPC Case Planner] (F-20) SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING. THIS INCLUDES APPROVAL OF THE GRADING AND DRAINAGE PLAN ENGINEER STAMP DATED 2/20/02.**

4. **Project # 1000216**  
02DRB-00948 Minor-SiteDev Plan BldPermit/EPC

SAM PATEL agent(s) request(s) the above action(s) for all or a portion of Lot(s) A-3-A, **J GROUP ADDITION**, zoned SU-1 for C-1 (motel), located on SAN ANTONIO AVE. NE between I-25 and SAN PEDRO AVE NE containing approximately 2 acre(s). [REF: 01128 00675] **[Debbie Stover, EPC Case Planner] [Deferred from 9/18/02] (E-18) DEFERRED AT THE AGENT'S REQUEST TO 10/2/02.**

MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS

5.           **Project # 1001918**  
02DRB-01395 Minor-Final Plat Approval

MARK GOODWIN & ASSOCIATES, PA agent(s) for CURB INC. request(s) the above action(s) for all or a portion of Lot(s) 5A & 6, Tract(s) A, **EL RANCHO GRANDE 1, UNIT 5A** zoned R-LT, located on MUSTANG RIDGE DR SW, between GIBSON BLVD SW and BLAKE RD SW containing approximately 35 acre(s). (M-9) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER, UTILITIES DEVELOPMENT AND PLANNING.**
  
6.           **Project # 1002094**  
02DRB-01392 Minor-Preliminary Plat Approval

WAYJOHN SURVEYING INC. agent(s) for TRELIS PARTNERS LLC request(s) the above action(s) for all or a portion of Tract(s) A, **ALVARADO GARDENS, UNIT 2**, zoned RA-2 residential and agricultural zone, located on the east side of TRELIS ST NW, between CAMPBELL RD NW and ORO VISTA RD NW containing approximately 3 acre(s). [REF: ZA-78-16, 02DRB-01069][Deferred from 9/18/02] (G-12) **DEFERRED AT THE AGENT'S REQUEST TO 10/2/02.**
  
7.           **Project # 1001112**  
02DRB-00898 Minor-Prelim&Final Plat Approval

RICHARD HALL agent(s) for JOHN SPARKS request(s) the above action(s) for all or a portion of Tract(s) S1/2 OF 33, **ALVARADO GARDENS ADDITION**, zoned RA-2, located on RIO GRANDE BLVD. NW, between CANDELARIA NW and GRIEGOS NW. [Preliminary Plat & Infrastructure List were approved 6/19/0, Final Plat Indefinitely deferred] [Deferred from 9/18/02](G-13) **DEFERRED AT THE AGENT'S REQUEST TO 10/2/02.**

**NO ACTION IS TAKEN ON THESE CASES:**

**IF APPLICANT IS NOT PRESENT, COMMENTS WILL BE FORWARDED**

8.       **Project # 1001717**  
02DRB-01388 Minor-Sketch Plat or Plan       ABQ ENGINEERING INC. agent(s) for WESTLAND DEVELOPMENT CO. INC. request(s) the above action(s) for all or a portion of Tract(s) A, PARK AND DRAINAGE MANAGEMENT AREA, TOWN OF ATRISCO GRANT, EL RANCHO ATRISCO SUBDIVISION, PHASE III, zoned R-D residential and related uses zone, developing area, located on WEST SIDE OF 72ND ST NW, between PARKWOOD DR NW and HANOVER RD NW containing approximately 8 acre(s). [REF: DRB-95-348, DRB-97-268, 02DRB-00207, 02EPC-00133] (H/J-10) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**
  
9.       **Project # 1002207**  
02DRB-01391 Minor-Sketch Plat or Plan       JEFF MORTENSEN & ASSOCIATES agent(s) for HOECH REAL ESTATE CORP. request(s) the above action(s) for all or a portion of Lot(s) 24-27, Block(s) 18, Tract(s) 3, **NORTH ALBUQUERQUE ACRES, UNIT 3**, zoned R-D residential and related uses zone, developing area, located on the north side of CARMEL AVE NE, between VENTURA ST NE and HOLBROOK ST NE containing approximately 4 acre(s). [REF:AX-94-1,Z-94-6](C-20) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**
  
10.      Approval of the Development Review Board minutes for September 4, 2002. **MINUTES WERE APPROVED SUBJECT TO CHANGES BY THE BOARD.**

ADJOURNED: 10:14 A.M.



**City of Albuquerque**  
**CITY OF ALBUQUERQUE**  
 P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103  
**PUBLIC WORKS DEPARTMENT**  
**DEVELOPMENT SERVICE**  
**HYDROLOGY DEVELOPMENT SECTION**

**DEVELOPMENT REVIEW BOARD--SPEED MEMO**

**DRB CASE NO/PROJECT NO: 1002094**

**AGENDA ITEM NO: 14**

**SUBJECT:**

- |                                |                                 |                                     |
|--------------------------------|---------------------------------|-------------------------------------|
| <b>(01)</b> Sketch Plat/Plan   | <b>(05)</b> Site Plan for Subd  | <b>(10)</b> Sector Dev Plan         |
| <b>(02)</b> Bulk Land Variance | <b>(06)</b> Site Plan for BP    | <b>(11)</b> Grading Plan            |
| <b>(03)</b> Sidewalk Variance  | <b>(07)</b> Vacation            | <b>(12)</b> SIA Extension           |
| <b>(03a)</b> Sidewalk Deferral | <b>(08)</b> Final Plat          | <b>(13)</b> Master Development Plan |
| <b>(04)</b> Preliminary Plat   | <b>(09)</b> Infrastructure List | <b>(14)</b> Other                   |

**ACTION REQUESTED:**

REV/CMT:(x) APP:() SIGN-OFF:() EXTN:() AMEND:()

**ENGINEERING COMMENTS:**

An approved drainage plan is required for Preliminary Plat approval.

**RESOLUTION:**

*discussed*

APPROVED \_\_\_\_; DENIED \_\_\_\_; DEFERRED \_\_\_\_; COMMENTS PROVIDED X; WITHDRAWN

SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PKS) (PLNG)

FOR:

**SIGNED:** Bradley L. Bingham  
 City Engineer/AMAFCA Designee

**DATE:** July 24, 2002



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

## DEVELOPMENT REVIEW BOARD TRANSPORTATION DEVELOPMENT Standard Comment Sheet

DRB-1002094

Item No. 14

Zone Atlas G-12

DATE ON AGENDA 7-24-02

INFRASTRUCTURE REQUIRED (?)YES ( )NO

CROSS REFERENCE: \_\_\_\_\_  
\_\_\_\_\_

### TYPE OF APPROVAL REQUESTED:

- SKETCH PLAT ( ) PRELIMINARY PLAT ( ) FINAL PLAT
- ( ) SITE PLAN REVIEW AND COMMENT ( ) SITE PLAN FOR SUBDIVISION
- ( ) SITE PLAN FOR BUILDING PERMIT

No.	Comment
<input type="checkbox"/>	The private road needs to incorporate radii, not angle points.
<input type="checkbox"/>	A sidewalk variance appears to be in order.

- The private road needs to incorporate radii, not angle points.
- A sidewalk variance appears to be in order.

If you have any questions or comments please call Richard Dourte at 924-3990. Meeting notes:

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CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
DEVELOPMENT REVIEW BOARD

July 24, 2002

**14. Project #1002094  
Application # 02DRB-01069  
Alvarado Gardens, Unit 2**

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1. Refer to Section 14-16-3-16 of the Zoning Code for specific information regarding Private Commons Development. NOTE: A site development plan must be provided to the DRB as well as a plat.
2. The Private Commons Areas must be set aside as separate tracts rather than easements on individual lots. The homeowners' association will be responsible for the maintenance of the PCAs.
3. What are the proposed lot sizes? This information must be shown on the plat.
4. The property owner and City Surveyor must sign the preliminary plat prior to submittal.

  
Janet Cunningham-Stephens, DRB Chair  
Planning Manager, Land Development Coordination  
Tel: 505-924-3880 FAX: 505-924-3864



**DEVELOPMENT REVIEW BOARD  
ACTION SHEET**

**Plaza del Sol Hearing Room, Basement, Plaza del Sol Building**

July 24, 2002

9:00 a.m.

**MEMBERS:**

Janet Stephens, DRB Chair  
Claire Senova, Administrative Assistant

Richard Dourte, Transportation Development  
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development  
Christina Sandoval, Parks & Recreation

\*\*\*\*\*

**NOTE:** UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

**NOTE:** INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946 (VOICE) OR TELETYPEWRITER (TTY) 924-3361 - TTY USERS MAY ALSO ACCESS THE VOICE NUMBER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

**NOTE:** REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE BOARD SECRETARY MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON.

- A. Call to Order
- B. Changes and/or Additions to the Agenda
- C. Announcements

**CASES WHICH REQUIRE PUBLIC NOTIFICATION**

**MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS**

1. **Project # 1000648**  
02DRB-00966 Major-Two Year SIA  
ADVANCED ENGINEERING & CONSULTING agent(s) for ZUNI DEVELOPMENT LLC request(s) the above action(s) for all or a portion of Tract(s) A, **LOS VOLCANOS MOBILE HOME PARK**, zoned SU-1 for Mobile Home 7.5 DU/A, located on 90TH ST NW, between VOLCANO RD NW and BLUEWATER RD NW containing approximately 10 acre(s). **(K-9) A TWO-YEAR EXTENSION OF THE SIA WAS APPROVED TO THE CONSTRUCTION COMPLETION DEADLINE DATE OF 7/24/04.**

2. **Project # 1001903**  
02DRB-00997 Major-Preliminary Plat Approval  
02DRB-00998 Major-Vacation of Public Easements  
02DRB-00999 Minor-Temp Defer SDWK
- MARK GOODWIN & ASSOCIATES, PA agent(s) for D. R. HORTON CUSTOM HOMES request(s) the above action(s) for all or a portion of Lot(s) 9-14, Block 2, Unit 3, North Albuquerque Acres, **DESERT LANE SUBDIVISION**, zoned RD, located on EAGLE ROCK NE, between WYOMING NE and LOUISIANA NE containing approximately 6 acre(s). [Deferred from 7/24/02](C-19) **DEFERRED AT THE AGENT'S REQUEST TO 7/31/02.**

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

**NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.**

3. **Project # 1000216**  
02DRB-00948 Minor-SiteDev Plan BldPermit/EPC
- SAM PATEL agent(s) request(s) the above action(s) for all or a portion of Lot(s) A-3-A, **J GROUP ADDITION**, zoned SU-1 for C-1 (motel), located on SAN ANTONIO AVE. NE between I-25 and SAN PEDRO AVE NE containing approximately 2 acre(s). [REF: 01128 00675] [**Debbie Stover, EPC Case Planner**] [Deferred from 7/24/02] (E-18) **DEFERRED AT THE AGENT'S REQUEST TO 7/31/02.**
4. **Project # 1001150**  
02DRB-00693 Minor-SiteDev Plan Subd/EPC
- TIERRA WEST LLC agent(s) for SUNSET WEST request(s) the above action(s) for all or a portion of Tract(s) J-1 and a portion of Tract M, Vista Del Norte Subdivision (to be known as **RANCHO MIRAGE @ VISTA DEL NORTE**) zoned R-2 residential zone, located on OSUNA RD NE, between VISTA DEL NORTE DR NE and NORTH DIVERSION CHANNEL NE containing approximately 22 acre(s). [REF: 01450-00411, 02128-00136, 02110-00138 ] [Deferred from 6/5/02, 6/19/02] [**Russell Brito, EPC Case Planner**] [Deferred from 7/10/02] (E-16) **SITE DEVELOPMENT PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER, UTILITIES DEVELOPMENT AND PLANNING.**



5. **Project # 1001150**  
02DRB-00693 Minor-SiteDev  
Plan Subd/EPC
- TIERRA WEST LLC agent(s) for SUNSET WEST request(s) the above action(s) for all or a portion of Tract(s) J-1 and a portion of Tract M, Vista Del Norte Subdivision (to be known as **RANCHO MIRAGE @ VISTA DEL NORTE**) zoned R-2 residential zone, located on OSUNA RD NE, between VISTA DEL NORTE DR NE and NORTH DIVERSION CHANNEL NE containing approximately 22 acre(s). [REF: 01450-00411, 02128-00136, 02110-00138 ] [Deferred from 6/5/02, 6/19/02] [**Russell Brito, EPC Case Planner**] [Deferred from 7/10/02] (E-16) **SITE DEVELOPMENT PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER, UTILITIES DEVELOPMENT AND PLANNING.**
6. **Project # 1001150**  
02DRB-01071 Minor-  
Prelim&Final Plat Approval
- TIERRA WEST LLC agent(s) for SUNSET WEST request(s) the above action(s) for all or a portion of Tract(s) J1 & M1 (to be known as **RANCHO MIRAGE CONDOMINIUMS**) VISTA DEL NORTE, zoned R-2 residential zone, located on OSUNA RD NE, between VISTA DEL NORTE DR NE and the NORTH DIVERSION CHANNEL NE containing approximately 46 acre(s). [REF: 01450-00411, 02128-00136, 02110-00138] (E-16) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 7/24/02 THE PRELIMINARY PLAT WAS APPROVED. FINAL PLAT WAS INDEFINITELY DEFERRED.**
7. **Project # 1000893**  
02DRB-01064 Minor-Final Plat  
Approval
- COMMUNITY SCIENCES CORP. agent(s) for CURB INC. request(s) the above action(s) for all or a portion of Tract(s) A1A, B1 & 2A, **RIDGEVIEW VILLAGE, UNIT 1**, zoned SU-1 special use zone, for R-2 and Mixed Uses, located on the NORTH SIDE OF MCMAHON BLVD NW, between MCMAHON BLVD. NW and the WEST SIDE OF UNSER BLVD. NW containing approximately 10 acre(s). [REF: 02DRB-00679, 02DRB-00681, 02DRB-00713, 00110-01639, 00128-01640] [Deferred from 7/24/02] (A-11) **DEFERRED AT THE AGENT'S REQUEST TO 8/7/02.**

8. **Project # 1000270**  
02DRB-01058 Minor-Prelim&Final  
Plat Approval
- URS CORP. agent(s) for CITY OF ALBUQUERQUE, AVIATION DEPT. request(s) the above action(s) for all or a portion of Tract(s) A, B, C, D and Tracts E, F, G, H, J, K, L, M, **SUNPORT MUNICIPAL ADDITION**, zoned SU-1 for Airport facilities, located on UNIVERSITY BLVD. SE, between GIBSON BLVD. SE and SUNPORT SE containing approximately 2457 acre(s). (L-16) **PRELIMINARY PLAT APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT, UTILITIES DEVELOPMENT AND PLANNING.**
9. **Project # 1001068**  
02DRB-01055 Minor-Final Plat  
Approval
- MARK GOODWIN & ASSOCIATES, PA agent(s) for MESA VERDE DEVELOPMENT CORP. request(s) the above action(s) for all or a portion of **TRACT(S) E, DESERT RIDGE TRAILS, UNIT 1**, zoned RD, located on FLORENCE NE, between CANYON SAGE DR. NE and WYOMING NE containing approximately 2 acre(s). (B--19) **FINAL PLAT APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER AND PLANNING.**
- 02DRB-01056 Minor-Final Plat  
Approval
- MARK GOODWIN & ASSOC agent(s) for MESA VERDE DEVELOPMENT CORP request(s) the above action(s) for all or a portion of **TRACT(S) D, DESERT RIDGE TRAILS - UNIT 1**, zoned R-D residential and related uses zone, developing area, located on HAWTHORN AVE NE, between CANYON SAGE DR NE and WYOMING NE containing approximately 5 acre(s). (B-19) **FINAL PLAT APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER AND PLANNING.**
10. **Project # 1001682**  
02DRB-01061 Minor-Prelim&Final  
Plat Approval
- SURVEYS SOUTHWEST LTD. agent(s) for EDDY GALLINGER request(s) the above action(s) for all or a portion of Tract(s) S 1/2 OF 1, **MESA PARK ADDITION**, zoned O-1/R-3, located on SAN PEDRO DRIVE SE, between BELL AVE SE and ARIZONA ST SE containing approximately 2 acre(s). [REF: 01500 01889] (L-18) **PRELIMINARY PLAT APPROVED WITH FINAL SIGN OFF DELEGATED TO PARKS, CITY ENGINEER AND PLANNING.**

11. **Project # 1002090**  
02DRB-01066 Minor-Prelim&Final  
Plat Approval
- DOUG SMITH agent(s) for MONEER & AZEEZ HINDI request(s) the above action(s) for all or a portion of Tract(s) A, **LANDS OF SUNWEST BANK**, zoned C-2 community commercial zone AND M-1, located on 4TH ST NW, between ASPEN AVE NW and CONSTITUTION AVE NW containing approximately 3 acre(s). (J-14) **PRELIMINARY PLAT APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT AND PLANNING.**

**NO ACTION IS TAKEN ON THESE CASES:  
IF APPLICANT IS NOT PRESENT, COMMENTS WILL BE FORWARDED**

12. **Project # 1002087**  
02DRB-01062 Minor-Sketch Plat or Plan
- WILKS CO. agent(s) for WILLIE ROMERO request(s) the above action(s) for all or a portion of Lot(s) 20 & 21, **LA MESA**, zoned R-T residential zone, located on ESPANOLA ST NE, between DOMINGO RD NE and CENTRAL AVE NE containing approximately 1 acre(s). (K-19) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**
13. **Project # 1002088**  
02DRB-01063 Minor-Sketch Plat or Plan
- DORY WEGRZYN agent(s) for SAWMILL COMMUNITY LAND TRUST request(s) the above action(s) for all or a portion of Lot(s) 7-9, **JOHN BARON BURG PARK ADDITION**, zoned SR, located on 19TH ST NW, between ZEARING NW and ASPEN NW containing approximately 1 acre(s). (H-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**
14. **Project # 1002092**  
02DRB-01068 Minor-Sketch Plat or Plan
- BOHANNAN HUSTON, INC. agent(s) for ARCHDIOCESE OF SANTA FE request(s) the above action(s) for all or a portion of Tract(s) B1, **ARCHDIOCESE OF SANTA FE**, zoned SU-3, located on COORS BLVD NW, between NAMASTE RD NW and COORS BLVD NW containing approximately 40 acre(s). [REF: DRB-94-300] (F-11) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

15. **Project # 1002094**  
02DRB-01069 Minor-Sketch Plat or Plan

WAYJOHN SURVEYING INC. agent(s) for INFILL SOLUTIONS (CHRIS CALLOT) request(s) the above action(s) for all or a portion of Tract(s) A, **ALVARADO GARDENS, UNIT 2**, zoned RA-2 residential and agricultural zone, located on TRELIS DR NW, between CAMPBELL RD NW and ORO VISTA RD NW containing approximately 3 acre(s). [REF: ZA-78-16, SP-78-134 ] (G-12) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

16. Other Matters:

Approval of the Development Review Board Minutes for July 10, 2002. **MINUTES WERE APPROVED SUBJECT TO CHANGES BY THE BOARD.**

ADJOURNED: 10:56 A.M.

# A City of Albuquerque



## DEVELOPMENT REVIEW APPLICATION

Supplemental form **S**

**SUBDIVISION**

Major Subdivision action

Minor Subdivision action

Vacation

Variance (Non-Zoning)

**ZONING**

Supplemental form **Z**

Annexation & Zone Establishment

Sector Plan

Zone Change

Text Amendment

**SITE DEVELOPMENT PLAN** **P**

...for Subdivision Purposes

...for Building Permit

IP Master Development Plan

Cert. of Appropriateness (LUCC) **L**

**APPEAL / PROTEST of...** **A**

Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICANT INFORMATION:**

NAME: TRELLIS PARTNERS LLC (CHRIS CLOTT) PHONE: 842-8647

ADDRESS: 1405 ROMA AVENUE NW FAX: \_\_\_\_\_

CITY: ALBUQUERQUE STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNER

AGENT (if any): WAYJOHN SURVEYING INC. PHONE: 255-2052

ADDRESS: 330 LOUISIANA BLVD NE FAX: 255-2887

CITY: ALBUQUERQUE STATE NM ZIP 87108 E-MAIL: WAYJOHN SURV@AOL.COM

DESCRIPTION OF REQUEST: FINAL PLAT FOR PRIVATE COMMONS DEVELOPMENT

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. A Block: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdiv. / Addn. ALVARADO GARDENS UNIT 2 (LA TIERRA QUE CANTA)

Current Zoning: R-A-2 Proposed zoning: SAME

Zone Atlas page(s): G-12 No. of existing lots: 1 No. of proposed lots: 9

Total area of site (acres): 2.2396 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits?  Yes. No.  but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. 1-012-060-314-272-10137 MRGCD Map No. \_\_\_\_\_

LOCATION OF PROPERTY BY STREETS: On or Near: TRELLIS DR. NW

Between: CAMPBELL RD NW and ORO VISTA NW

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_Z\_, V\_, S\_, etc.): SP-78-134

2A-78-16 02DRB-01069 (SK)

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE [Signature] DATE 1/28/2003

(Print) THOMAS D. JOHNSTON  Applicant  Agent

**FOR OFFICIAL USE ONLY**

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>03DRB-00134</u>	<u>FP</u>	<u>5(3)</u>	<u>\$ [Signature]</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Hearing date <u>Feb 5, 2003</u>			Total <u>\$ [Signature]</u>

Form revised September 2001

[Signature] 1/28/03  
Planner signature / date

Project # 1002094

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

**SKETCH PLAT REVIEW AND COMMENT**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. Sketches are not reviewed through internal routing.
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION EXTENSION OF PRELIMINARY PLAT**

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Copy of previous D.R.B. approved infrastructure list
- Copy of the Official D.R.B. Notice of approval
- Any original and/or related file numbers are listed on the cover application

**Extensions are not reviewed through internal routing.**

Extension of preliminary plat approval expires after one year.

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
  - Property owner's and City Surveyor's signatures on the Mylar drawing
  - SIA financial guaranty verification
  - Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MINOR SUBDIVISION PRELIMINARY / FINAL PLAT APPROVAL**

- ✓ Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - ✓ Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - ✓ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - ✓ Letter briefly describing, explaining, and justifying the request
  - ✓ Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
  - ✓ Property owner's and City Surveyor's signatures on the Mylar drawing
  - ✓ Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
  - ✓ Fee (see schedule)
  - ✓ Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**AMENDMENT TO PRELIMINARY PLAT (with minor changes)**

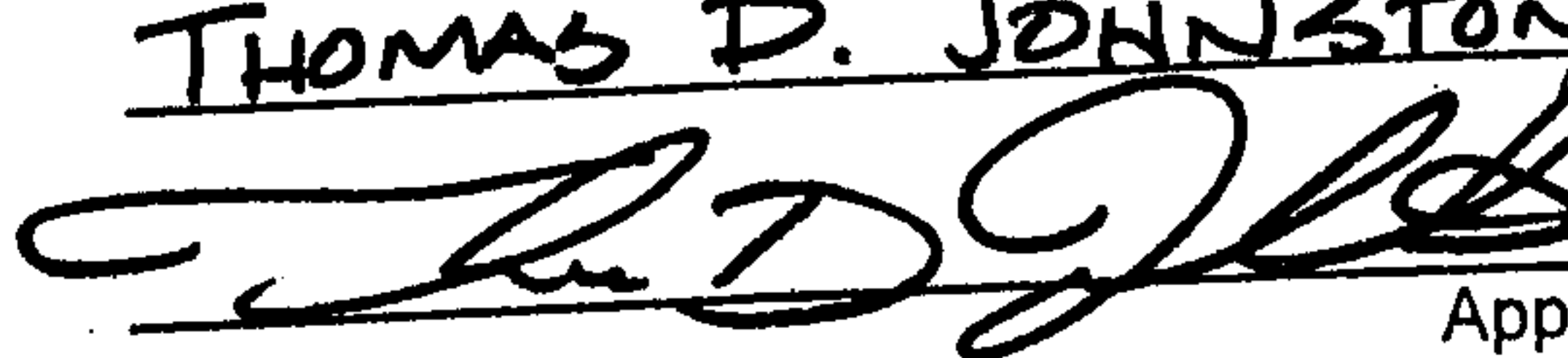
**AMENDMENT TO INFRASTRUCTURE LIST (with minor changes)**

**AMENDMENT TO GRADING PLAN (with minor changes)**

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Original Mylar drawing of the proposed amended plat for internal routing only. Otherwise, bring Mylar to meeting.
  - Property owner's and City Surveyor's signatures on the Mylar drawing, if the plat is being amended
  - Any original and/or related file numbers are listed on the cover application
- Amended preliminary plat approval expires after one year.
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

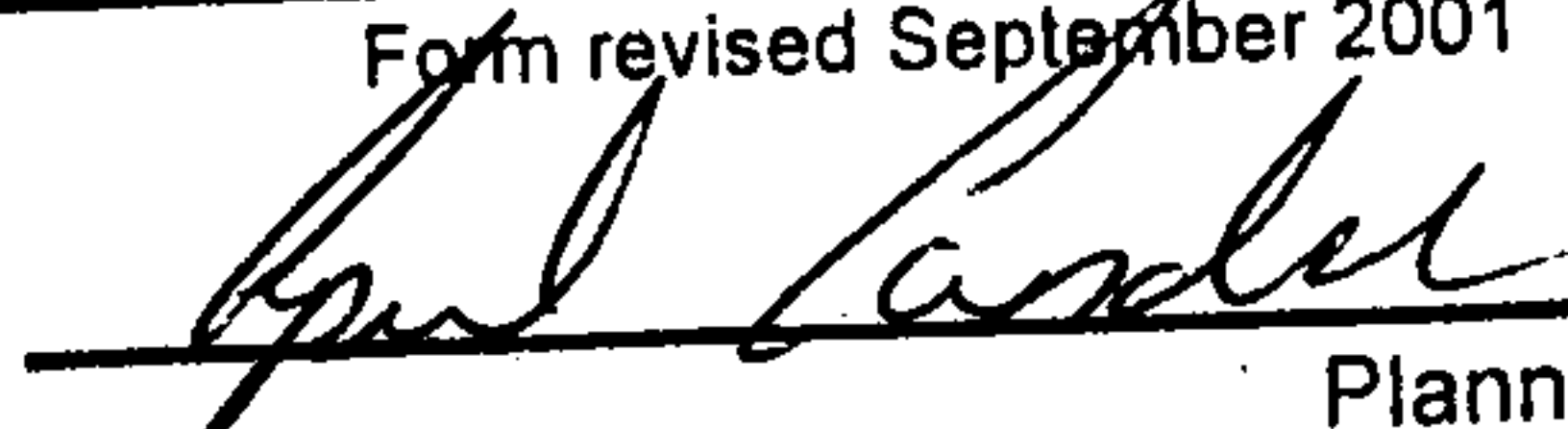
THOMAS D. JOHNSTON (AGENT)  
 Applicant name (print)  
  
 Applicant signature / date  
 1/28/2003

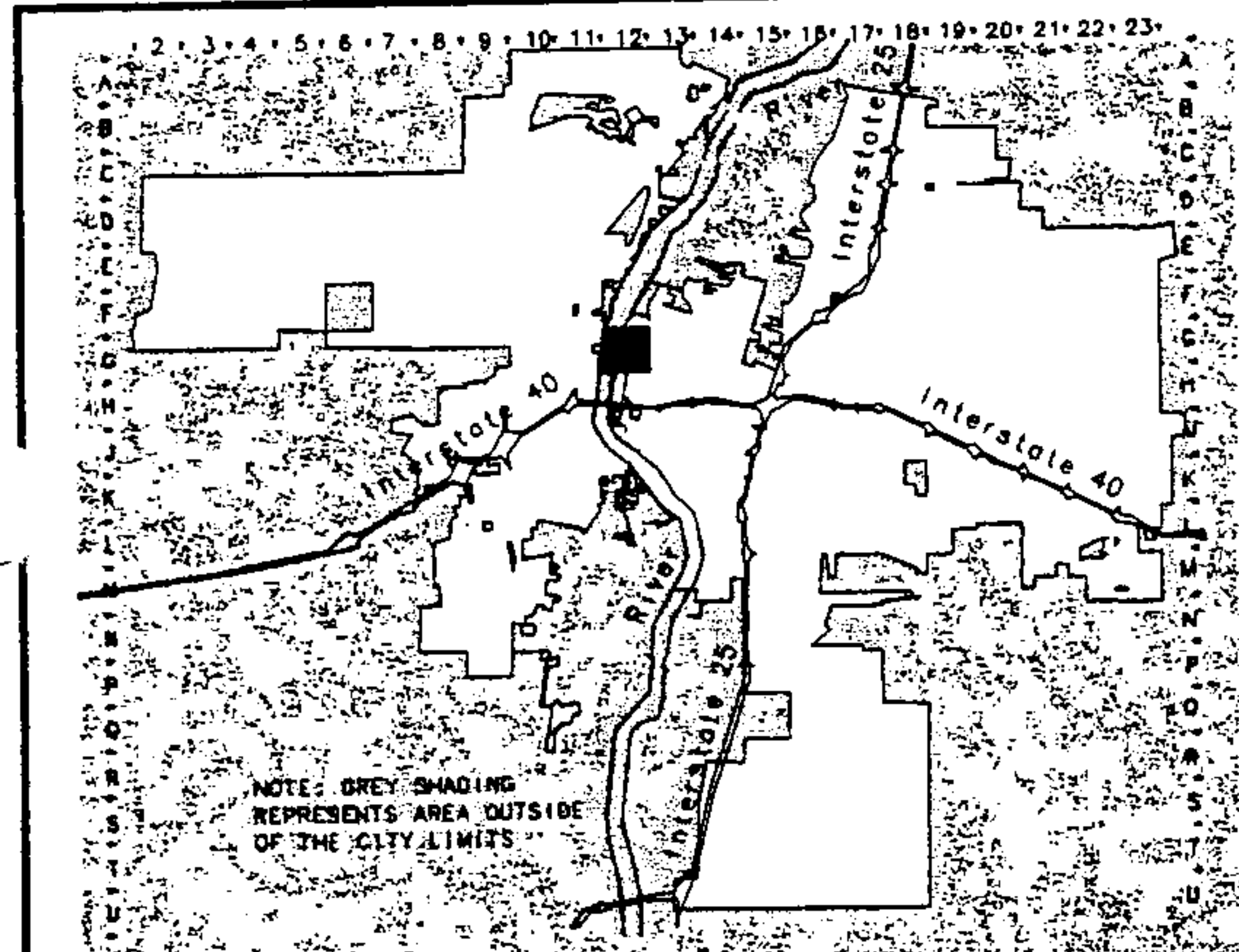
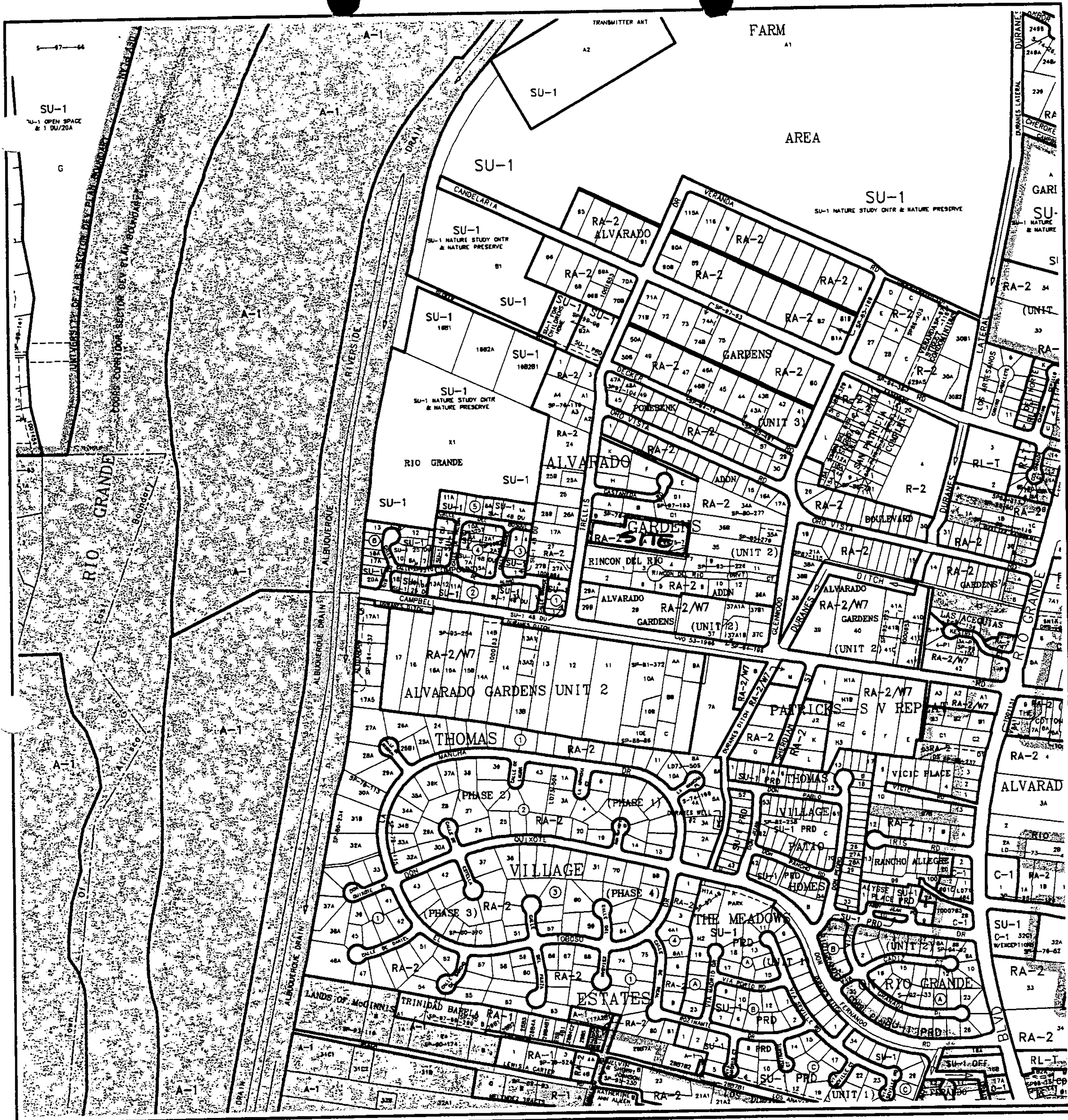


Form revised September 2001

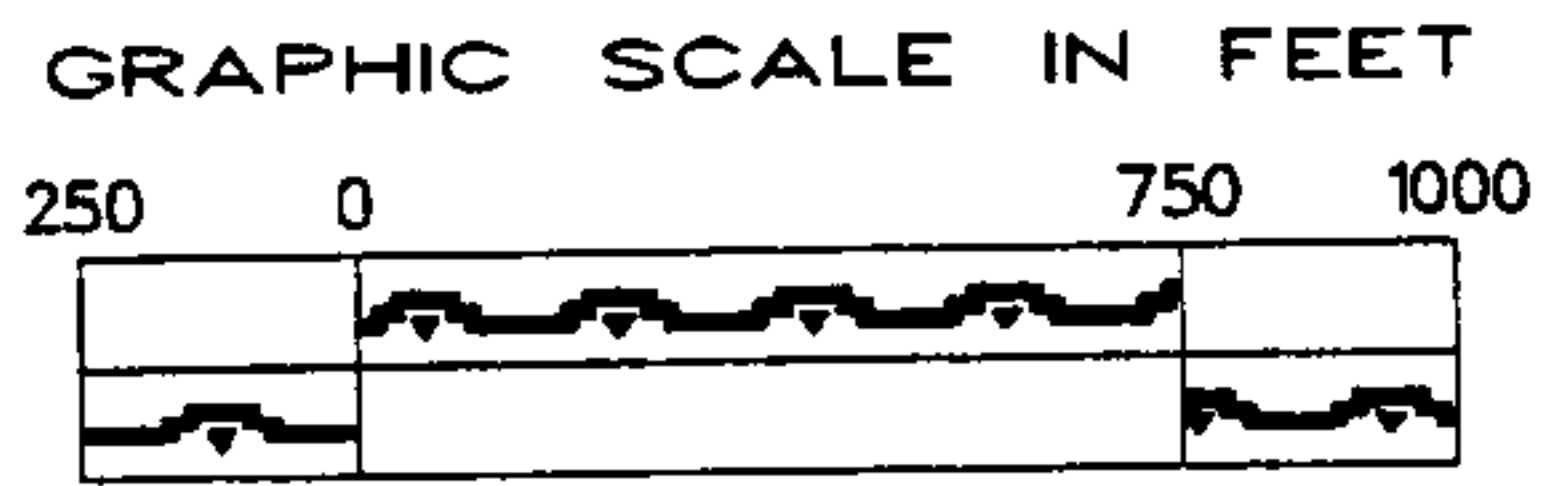
- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
 03DRB-\_\_\_\_\_-0034  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 Planner signature / date  
 1/28/03  
**Project # 1002094**



CITY OF  
Albuquerque  
Albuquerque Geographic Information System  
PLANNING DEPARTMENT  
© Copyright 2002



Zone Atlas Page

**G-12-Z**

Map Amended through April 03, 2002

**Wayjohn Surveying, Inc. ♦ 330 Louisiana Blvd., N.E. ♦ Albuquerque, NM 87108**  
**Phone: (505) 255-2052 Fax: (505) 255-2887**

January 28, 2003

City of Albuquerque  
Plaza Del Sol Building  
600 2<sup>nd</sup> Street, NW  
Albuquerque, NM 87102

RE: Replat of Lot A, Alvarado Gardens Unit 2 to La Tierra Que Canta

To Whom It May Concern:

My client, Trellis Partners LLC, desires to complete the replat Lot A of Alvarado Gardens Unit 2 into nine lots, and to create a private commons development. This plat is being submitted for final plat. The parcel currently has one residence, which is located in the front. My client desires to divide the property so that a gravel road may be put into place. DRC approval has been acquired, and a copy of the completed Subdivision Improvements Agreement is attached. There have been minor changes to the plat from preliminary plat. However, all easements affecting public and private utilities have remained in the same place. This will ensure that there is no conflict with the plat and the final DRC approved plans.

If you have any questions regarding this matter, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas D. Johnston', written in a cursive style.

Thomas D. Johnston, PS



ORIGINAL

Date Preliminary Plat Expires: 10/2/03  
 DRB Project No.: 1002094  
 DRB Application No.: 02DRB-01392

EXHIBIT "A"  
 TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

LA TIERRA QUE CANTA  
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOT A, ALVARADO GARDENS UNIT 2  
 EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		550 ft	FORCE MAIN SEWER 1 1/2" 2" LINE	RIO ENCANTADO	TRELLIS	CUL DE SAC	1	1	1
		550 ft	6" WATER LINE	RIO ENCANTADO	TRELLIS	EAST P.L.	1	1	1
		1 EA	WATER VALVE	RIO ENCANTADO			1	1	1
		1 EA	FIRE HYDRANT	RIO ENCANTADO			1	1	1
		679 ft	GRAVEL ROAD 24' WIDE	RIO ENCANTADO	TRELLIS	CUL-DE-SAC	1	1	1
							1	1	1
							1	1	1
							1	1	1
							1	1	1



No. of Lots: 8

Nearest Major Streets

PLO GRANDE BLVD. & CANDELARIA

FIGURE 12

**SUBDIVISION IMPROVEMENTS  
AGREEMENT-PUBLIC AND/OR PRIVATE  
(Procedure B)**

AGREEMENT TO CONSTRUCT  
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 31<sup>st</sup> day of December, 2007, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and

TREVIS PARTNERS, L.L.C.

("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:]

LIMITED LIABILITY COMPANY whose address is 7620 JEFFERSON, N.E., ALBUQUERQUE, N.M., 87109

and whose telephone number is 505-879-0008, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

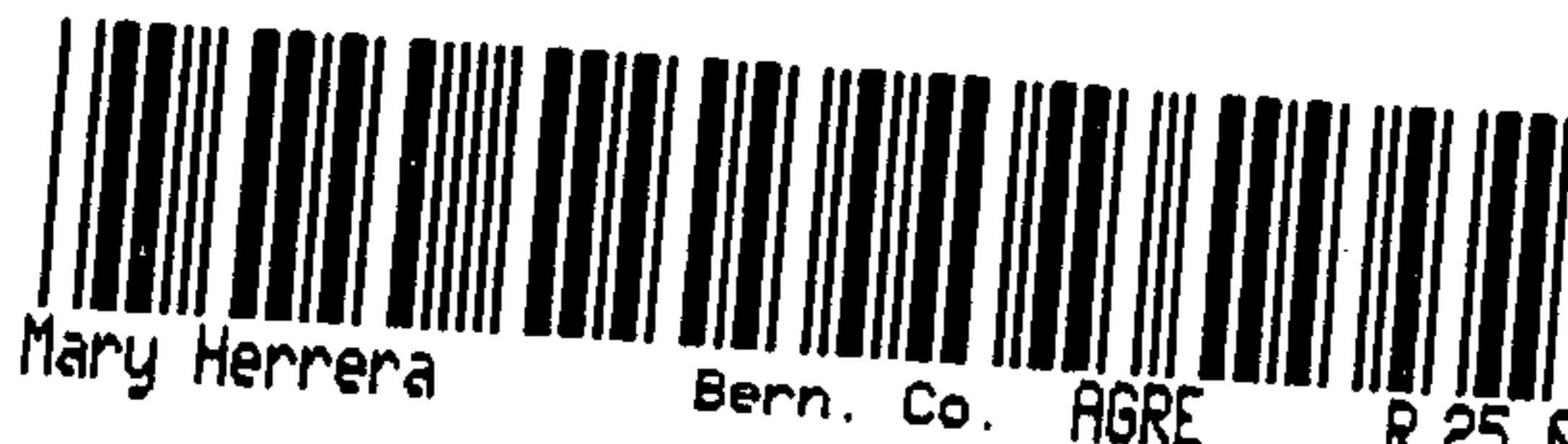
1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] LOT A, ALVARADO GARDENS UNIT 2, recorded on 3/17/1978 in the records of the Bernalillo County Clerk at Book B14, pages 97 through      (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] TREVIS PARTNERS, L.L.C. ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as LA TIERRA QUE CANTA describing Subdivider's Property.

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat of, or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 1 day of DECEMBER, 2008 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 696381.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the Development Review Board ("DRB"), unless



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the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured or has caused to be procured public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that, if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>3.25% OF ACTUAL CONSTRUCTION COST</u>
<u>Excavation And Sidewalk Ordinance, Street Restoration Fees</u>	<u>As required per City-approved estimate. (Figure 7)</u>

(Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

4. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by WAYJOHN SURVEYING, and construction surveying of the private Improvements shall be performed by N/A. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by TGC ENGINEERING, INC., and inspection of the private Improvements shall be performed by N/A, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider



shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by GED TEST, and field testing of the private Improvements shall be performed by N/A, both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefor.

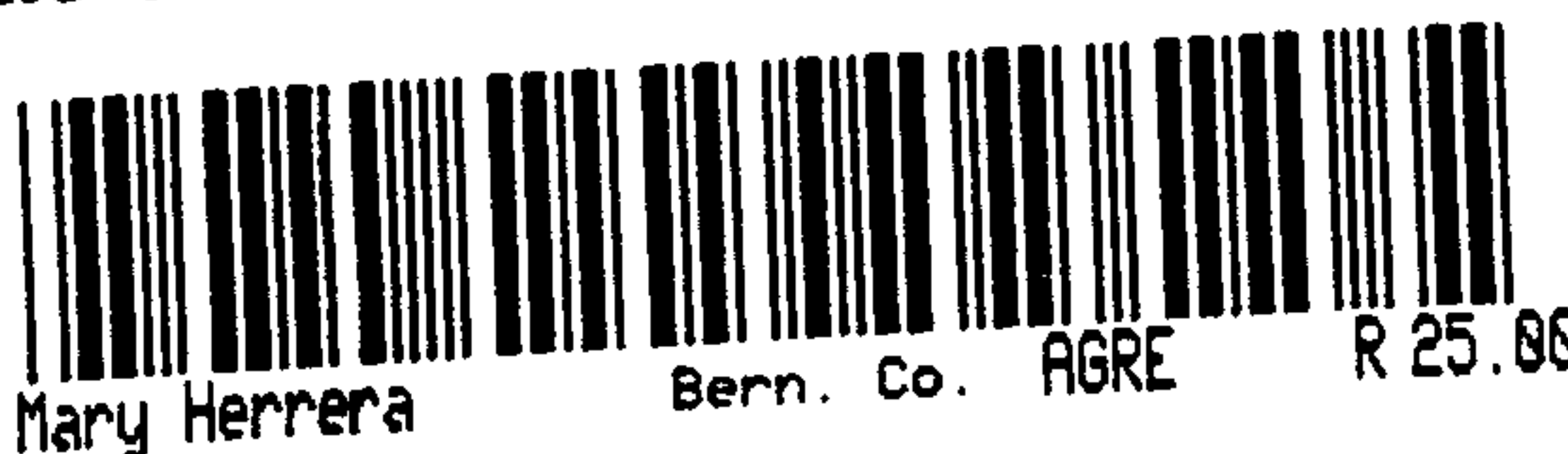
5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following "Financial Guaranty:"

Type of Financial Guaranty: LOAN RESERVE LETTER  
Amount: \$ 79,757.50 Name of Financial Institution or Surety  
Date City first able to call Guaranty: DECEMBER 1, 2003  
[Construction Completion Deadline]: DECEMBER 1 20 03  
If Guaranty other than a Bond, last day City able to call Guaranty is:  
FEBRUARY 1 20 04  
Additional information: N/A

6. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange or a preconstruction conference and all required inspections.

7. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.



8. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon or in which the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

9. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the Development Process Manual, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guarantee other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the subdivider must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the Subdivision Ordinance.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

10. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.



11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

12. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

13. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

14. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

16. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

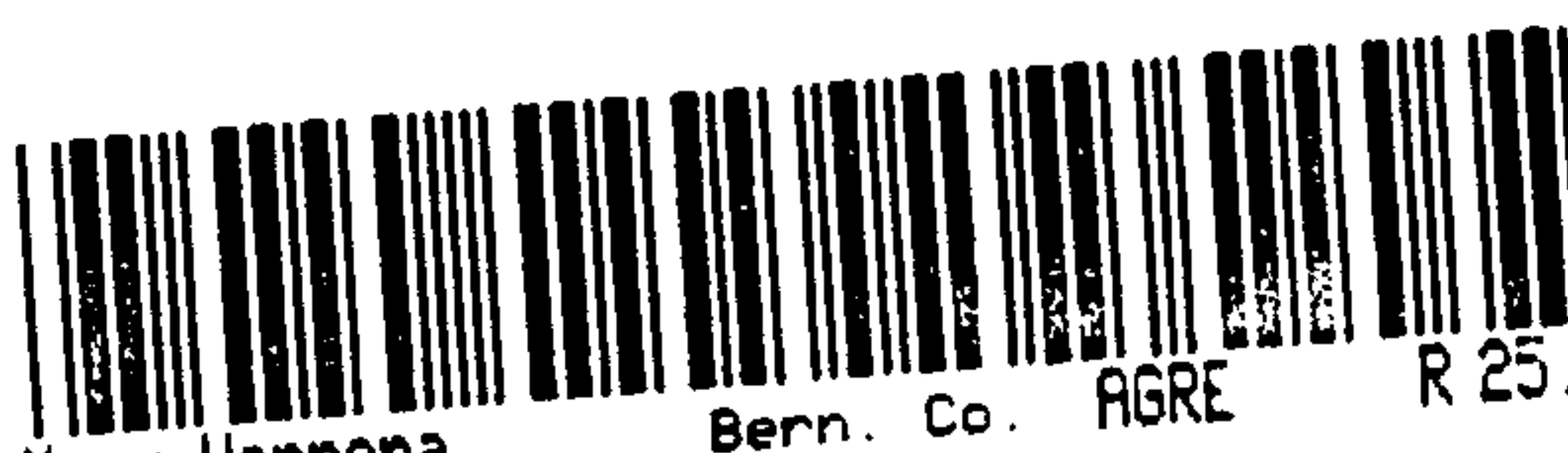
17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

18. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

19. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

20. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

21. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.



Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER:  
By [Signature]: Jay Rembe 12/17/02  
Name: JAY REMBE  
Title: PARTNER  
Dated: 12/17/02

CITY OF ALBUQUERQUE  
Fred J. Aguirre  
City Engineer  
Dated: 12-31-02  
8/24/02 of 12/30/02

SUBDIVIDER'S NOTARY

STATE OF New Mexico  
COUNTY OF Bernalillo ss.

This instrument was acknowledged before me on 17 day of December, 2002 by [name of person:] Jay Rembe, [title or capacity, for instance, "President" or "Owner"] Partner of [Subdivider:] Trellis Partners, LLC

Antoinette R. Angel  
Notary Public

My Commission Expires: June 22, 2005

CITY'S NOTARY

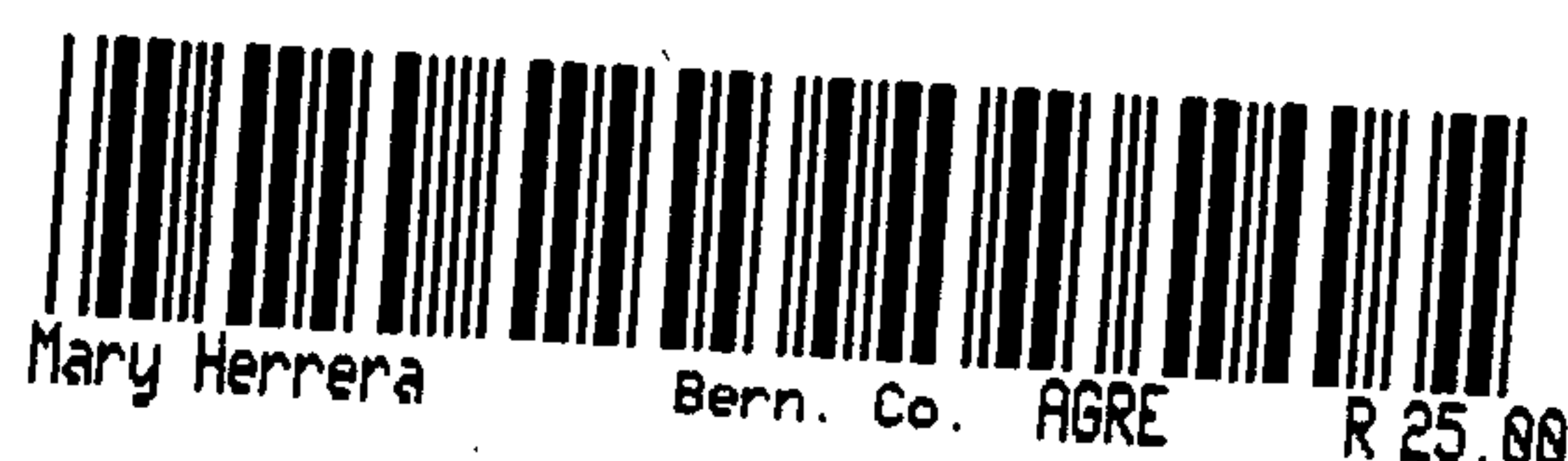
STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me on 31st day of December, 2002 by Fred J. Aguirre, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Gloria D. Saavedra  
Notary Public

My Commission Expires: 11-15-2003

EXHIBIT A AND POWER OF ATTORNEY ATTACHED



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Project Number: 1296381

Date Submitted: 10/1/02  
 Date Site Plan Approved: 10/2/02  
 Date Preliminary Plat Approved: 10/2/02  
 Date Preliminary Plat Expires: 10/2/03  
 DRB Project No.: 1002094  
 DRB Application No.: 02DRB-01392

**ORIGINAL**

**INFRASTRUCTURE LIST**

**EXHIBIT "A"  
 TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

LA TIERRA QUE CANTA

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOT A, ALVARADO GARDENS UNIT 2

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the Infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

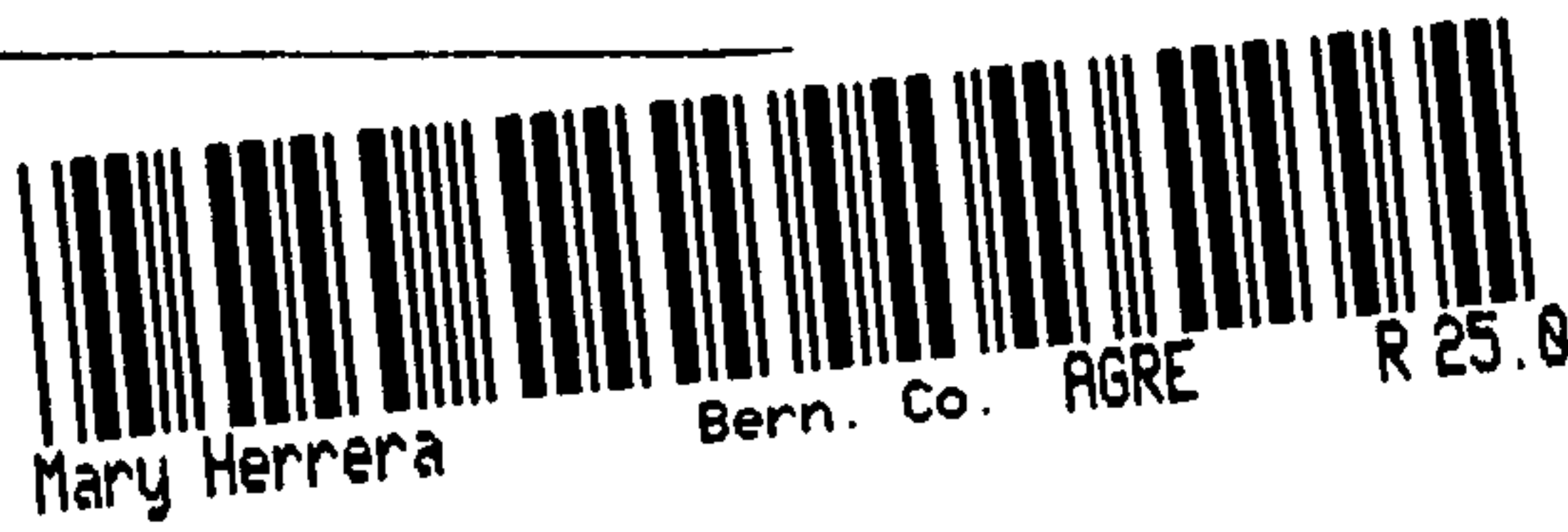
SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		550 ft	FORCE MAIN SEWER 2" LINE	RIO ENCANTADO	TRELLIS	CUL DE SAC	1	1	1
		550 ft	6" WATER LINE	RIO ENCANTADO	TRELLIS	EAST P.L.	1	1	1
		1 EA	WATER VALVE	RIO ENCANTADO			1	1	1
		1 EA	FIRE HYDRANT	RIO ENCANTADO			1	1	1
		679 ft	GRAVEL ROAD 24' WIDE	RIO ENCANTADO	TRELLIS	CUL-DE-SAC	1	1	1
							1	1	1
							1	1	1
							1	1	1
							1	1	1
							1	1	1

Mary Herrera Bern. Co. AGRE R 25.00  
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 Page: 7 of 9  
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Sequence #	Project #

Size	Type of Improvement	Location	From	To

Private Inspector	City Inspector	City Chief Engineer
/	/	/
/	/	/
/	/	/
/	/	/



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NOTES

- 1 WATER, SEWER AND ROADWAY IMPROVEMENTS TO OCCUR SIMULTANEOUSLY
- 2 GRADING AND DRAINAGE CERTIFICATION REQUIRED FOR RELEASE OF FINANCIAL GUARANTEE AND SUBDIVISION IMPROVEMENTS AGREEMENT
- 3

AGENT/OWNER

THOMAS D. JOHNSTON (AGENT)  
NAME (print)

TGC ENGINEERING INC. (AGENT)  
FIRM

*[Signature]* 10/1/02  
SIGNATURE - date

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: 10-02-04

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

*[Signature]* 10/2/02  
DRB CHAIR - date

*[Signature]* 10-02-02  
TRANSPORTATION DEVELOPMENT - date

*[Signature]* 10/2/02  
UTILITY DEVELOPMENT - date

*[Signature]* 10/2/02  
CITY ENGINEER - date

*[Signature]* 10/2/02  
PARKS & GENERAL SERVICES - date  
Recreation

AMAFCA - date

\_\_\_\_\_ - date

\_\_\_\_\_ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER

# FINANCIAL GUARANTY AMOUNT

12/09/2002

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

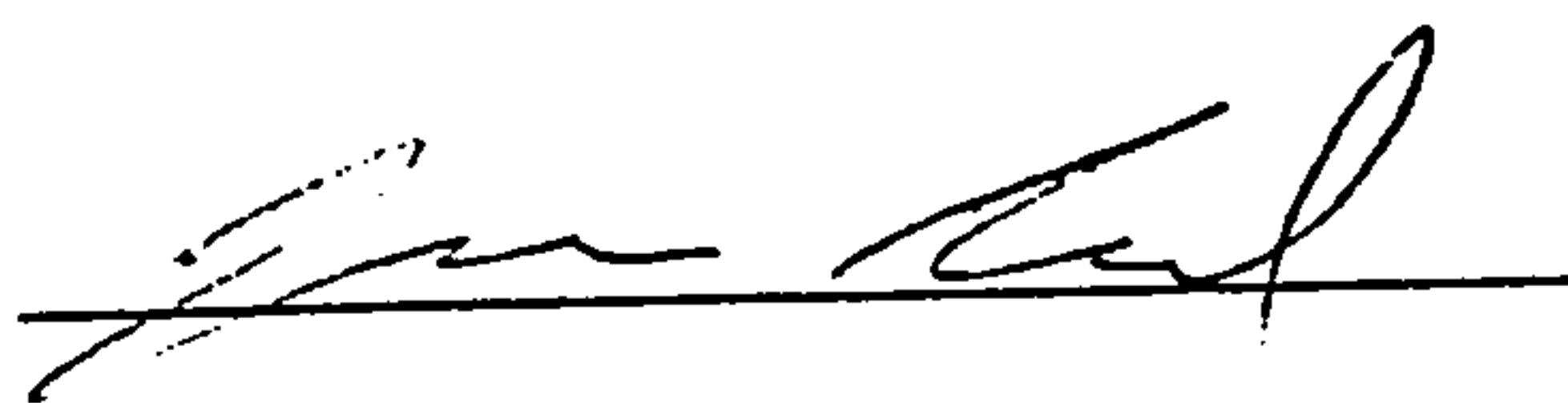
**Project ID #: 696381, La Tierra Que Canta Subdivision, Phase/Unit #: 1**

Requested By: Thomas Johnston, PS w/ TGC Engineering, Inc.

Approved estimate amount:		\$55,525.83
Contingency Amount:	0.00%	\$ .00
Subtotal:		\$55,525.83
NMGRT	5.8125%	\$3,227.44
Subtotal:		\$58,753.27
Engineering Fee	6.60%	\$3,877.72
Testing Fee	2.00%	\$1,175.07
Subtotal:		\$63,806.06
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$ .00
<b>TOTAL FINANCIAL GUARANTY REQUIRED</b>		<b>\$79,757.58 ✓</b>

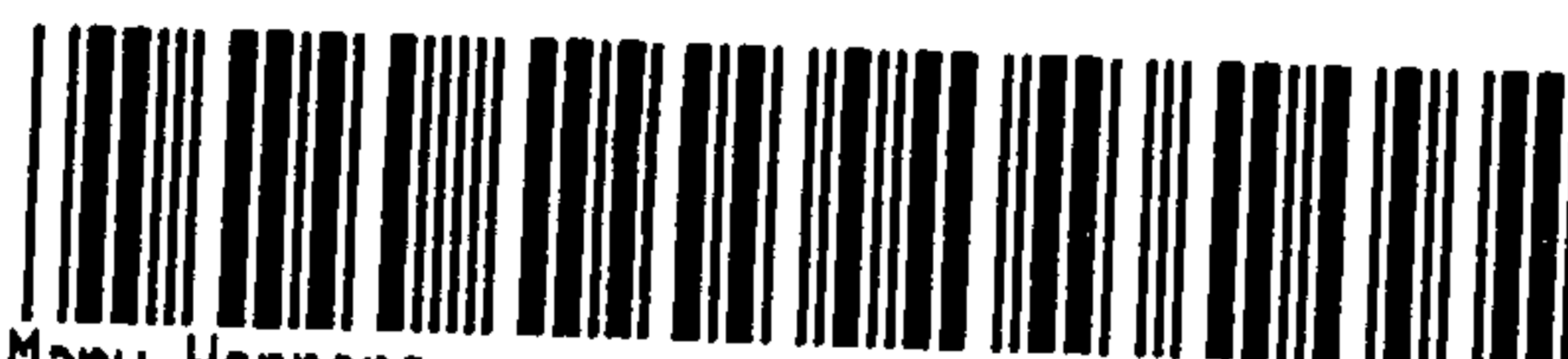
APPROVAL:

DATE:



12-9-2002

Notes: Certification for grading & drainage prior to release of financial guaranty.



Mary Herrera

Bern. Co. AGRE

R 25.00

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December 9, 2002

Mr. Jay J. Czar  
Chief Administrative Officer  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

LOAN RESERVE LETTER No. 1756

RE: Loan Reserve for Trellis Partners, L.L.C.  
City of Albuquerque, Project ID# 696381  
Project Name: La Tierra Que Canta Subdivision,  
Phase/Unit 1  
Loan Reserve Amount: Seventy-Nine Thousand Seven Hundred  
Fifty-Seven Dollars and 58/100 (\$79,757.58)

Dear Mr. Czar:

This is to advise the City of Albuquerque ("City") that, at the request of Trellis Partners, L.L.C. ("Borrower"), First State Bank, ("Financial Institution") in Lomas Office, New Mexico, commits the sum of Seventy-Nine Thousand Seven Hundred Fifty-Seven Dollars and 58/100 (\$79,757.58) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires Trellis Partners, L.L.C., ("Subdivider") to provide for the installation of the improvements which must be constructed at La Tierra Que Canta Subdivision, Phase/Unit 1, Project No. 696381 ("Project"). The Amount of the Loan Reserve is 125% of the City's estimated cost of the Project, as required by the City's Subdivision Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Subdivider, which was recorded on in the records of the Clerk of Bernalillo County, New Mexico, in Book Misc. A48 at pages 2663 to 2663, ("Agreement").

1. Reduction of Commitment. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the Loan Reserve as the result of the Subdivider's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Reduce" which will authorize the Financial Institution to release a specified amount from the Loan Reserve.

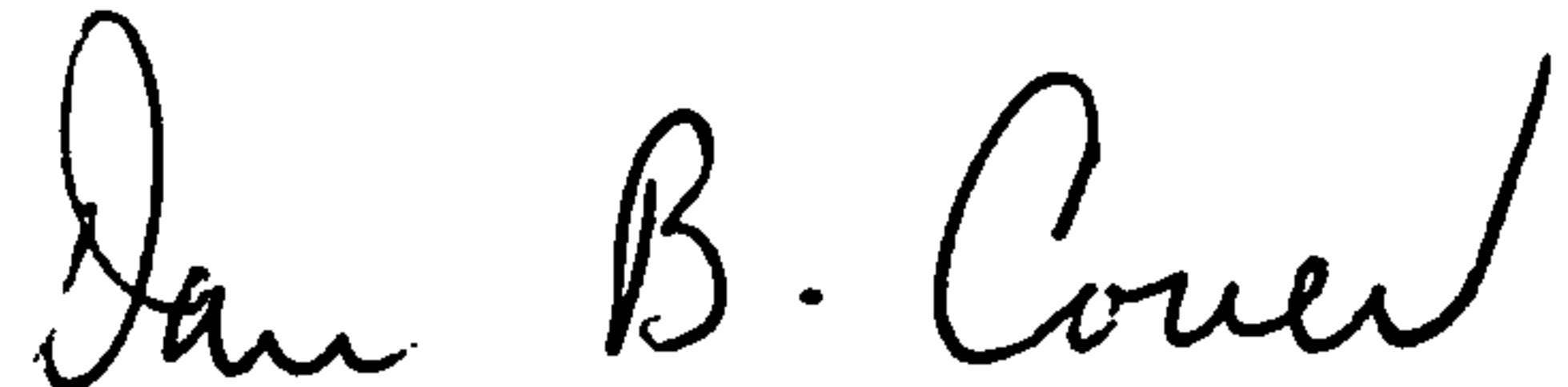
The Authorization to Reduce will state the amount of the "Reduced Loan Reserve Balance" which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the Financial Institution receives the Authorization to Reduce, which has been signed by the City, the Financial Institution may reduce the Loan Reserve to the Reduced Loan Reserve Balance.

2. Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the Loan Reserve, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Subdivider and the City, the total liability of the Financial Institution to the City with respect to the Loan Reserve established pursuant to this Loan Reserve Letter shall at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, and the Financial Institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the Loan Reserve as provided in Section 4 herein.
3. Draw on Reserve. If by December 1, 2003, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between December 1, 2003, and February 1, 2004, inclusive, the City may demand payment from the Financial Institution up to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the CAO which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the Loan Reserves cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

4. Termination of Reserve. This Loan Reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:

- A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or
- B. City delivery of the Demand for Payment and the Financial Institution's payment to the City of cashier's check as required in Section 3 herein; or
- C. Expiration of the date February 1, 2004; or
- D. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

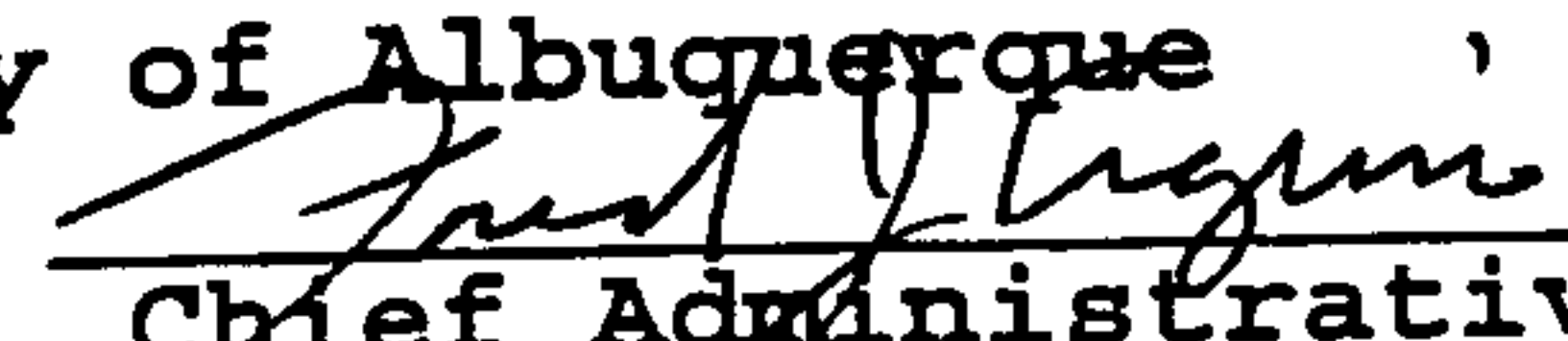
Very truly yours,



Dan B. Cover,  
Vice President

ACCEPTED:

City of Albuquerque

By:   
Chief Administrative Officer  
Or authorized designee

Title: City ENGINEER

Dated: 12-31-02

*cf. 12/30/02*

13



Completed  
2.26.03  
MM

### DRB CASE ACTION LOG

REVISED 1/16/2003

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 03-00134 (FP)	Project # 1002094
Project Name: LA TIERRA QUE CANTA	EPC Application No.:
Agent: WAYJOHN SURVEYING	Phone No.: 255-2052

Your request for (SDP for SUB), (SDP for BPL), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on \_\_\_\_\_ by the DRB with delegation of signature(s) to the following departments.  
**OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED**

TRANSPORTATION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITIES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
 Covenants w/ respect to grading restriction B/LB  
 \_\_\_\_\_  
 \_\_\_\_\_

PARKS / CIP: C.F.L. payment for park dedication CS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANNING (Last to sign): Covenants review/deed restrictions  
 See comments dated \_\_\_\_\_  
 EPC comments (name) \_\_\_\_\_  
 Planning must record this plat. Please submit the following items:  
 -The original plat and a mylar copy for the County Clerk.  
 -Tax certificate from the County Treasurer.  
 -Recording fee (checks payable to the County Clerk). RECORDED DATE: \_\_\_\_\_  
 -Tax printout from the County Assessor.  
 Include 3 copies of the approved site plan along with the originals.  
 County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.  
 Property Management's signature must be obtained prior to Planning Department's signature.  
 Copy of recorded plat AND a DXF File for Planning.

Project Number 1002094

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LA TIERRA QUE CANTA**

This Declaration of Covenants, Conditions, Reservations and Restrictions is made this 23<sup>rd</sup> day of SEPTEMBER 2002, by Trellis Partners, a New Mexico limited liability company ("Developer");

WHEREAS, Developer is the owner of that certain property ("Property") described in Article II of this Declaration situated in Bernalillo County, State of New Mexico; and

WHEREAS, Developer has established a general plan for the improvement and development of the Property and desires to provide for the preservation of the value and amenities in the community by subjecting the Property to the covenants, conditions, reservations, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of the Property or any part of it, and each successor in interest of Developer and any such owner.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, reservations, easements and restrictions (hereinafter sometimes "Covenants"). All Covenants are for the benefit of the Property and shall run with the land and shall be binding upon and inure to the benefit of Developer, each owner of the Property, or any part of it, and each successor in interest of Developer and any such owner.

**ARTICLE I**

Definitions

**Section 1.1** The following words when used herein shall have the following meanings:

(a) "Association" shall mean the owners' association which shall be organized as a non-profit corporation for purposes of managing and maintaining the Common Areas as the same are shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on \_\_\_\_\_ ("La Tierra Que Canta Lots") known more specifically as Lots 1-9, A Private Common Area Suidivision, A Replat of Lot "A" Alvarado Gardens Unit 2, Section 1, Bernalillo County, New Mexico.

(b) "Committee" shall mean the Architectural Control Committee as set forth in Article VI.

(c) "Common Area" The term Common Area shall mean the portions of the Subdivision which will be conveyed to the Association for the benefit of the Lot Owners and/or to meet the requirements of the PCD Regulations and/or are portions of the Subdivision which



the Association has the beneficial interest in an easement for purposes of maintaining such area for the benefit of the Owners. The Common Area consists of the Common Area, the Private Street and the Front Yard Landscape Area.

(d) "Declaration" means this declaration of covenants, conditions, reservations, easement and restrictions, and any amendment or modification hereto.

(e) "Front Yard Landscape Area" shall mean the portions of the front yards of the Lots which have been landscaped by the Grantor, or by the homebuilder, and which shall be maintained by the Association.

(f) "Improvements" shall include, without limitation, buildings, outbuildings, (including guest houses, sheds and storage buildings), roads, driveways, parking areas, fences, retaining walls, stairs, decks, windbreaks, poles, antennas, signs, utility or communication installments (whether above or underground), and any structure and excavation of any type or kind.

(g) "Lot" means any one of the Lots in La Tierra que Canta.

(h) "Owner" means the persons or entities, including Developer, holding legal title or beneficial ownership of the fee, including the purchaser under an installment sales contract of a Lot or Residence, or a lessee of a Lot pursuant to a leasehold agreement of a term of twenty (20) years or greater. Owner shall not include a seller under an installment sales contract of a Lot or Residence or the lessor of a Lot pursuant to a leasehold agreement with a term of twenty (20) years or less.

(i) "Perimeter Fence" shall mean the fence constructed on the perimeter of the subdivision.

(j) "Private Common Area" The term Private Common Area shall mean the portions of the Subdivision to be owned by the Association for the common benefit of the Owners to be used for agriculture, landscaping, recreation, drainage or any combination thereof as determined from time to time by the Association. These restrictions create for the benefit of the City negative easements, which restrict and limit how the Private Common Area can be put to use which restrictions and limitations the City is given the right to enforce. The Private Common Areas are shown and designated on the Plat as Tract A, B, C, & D.

(j) "Residence" means any building or a portion of building situated on a building site designed and intended for use and occupancy as a single-family residence.

(k) "Setback" means the shortest distance between a Residence or structure and the Lot line.

## ARTICLE II

## Property Subject to Declaration

The Property which is made subject to this Declaration is all the property shown on the Plat, except for Lot 1.

### ARTICLE III

#### Land Use

**Section 3.1** All Lots are hereby restricted to single family residential use and all Residences shall have a minimum of three thousand (1,500) square feet of heated living area, exclusive of carports, garages and open porches or patios. Each Residence shall be occupied by no more than one (1) family or domestic partners and no Residence shall be used as a boarding house or otherwise divided into apartments or rooms for rental purposes. This restriction shall not prevent the rental or lease of the entire Residence by the Owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe these Covenants and makes a breach of these Covenants a breach of such rental agreement or lease. No Residence may be leased or rented for a period of less than ninety (90) days. Guesthouses shall not be rented at any time.

**Section 3.2** All construction upon any Lot shall be new construction and shall conform to rules adopted by the Committee. No existing building or structure may be moved from another site to a Lot. Each Residence shall have an appurtenant private garage for a minimum of two (2) cars.

**Section 3.3** No Residence shall exceed an elevation of two (2) stories above ground level.

**Section 3.4** No Lot may be further subdivided.

**Section 3.5** No temporary house, trailer, tent, garage or other outbuilding shall be used on any Lot at any time as a Residence, either temporarily or permanently, and no Residence placed or erected on any part of any Lot shall be occupied in any manner at any time prior to it being fully completed; provided, however, that during the actual construction or alteration of a Residence on any Lot, necessary temporary buildings for storage of material, etc., may be erected and maintained by the person doing such work.

**Section 3.6** Except as provided in this Section, no animals, livestock or poultry of any kind shall be raised, bred, or kept on or in any Residence or Lot, except for up to three (3) dogs and three (3) cats and other household pets.

**Section 3.7** No commercial vehicles, motorcycles, campers, mobile homes, motorhomes, boats, trailers or similar vehicles shall be kept, placed or maintained on any Lot at any time, unless enclosed within garages or within a fenced area of the Lot so as not to be visible from other Lots, except where required for the limited purpose of building, repairing, refinishing, or

maintaining the Lot or a Residence on the Lot, or for the purpose of moving household goods or other necessary or customary furnishings, equipment or supplies in or out of the Lot.

**Section 3.8** No oil drilling, oil development, oil refining, oil derrick or other structure designed for use in drilling for oil or other natural gas, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil well, tanks, mineral excavations or shafts be permitted upon or in any Lot.

**Section 3.9** No garbage, trash, rubbish, weeds, clippings from trees, shrubs or lawns, ashes, or other refuse may be thrown, dumped or allowed to accumulate on any Lot or any portion of the Property. All garbage, trash and rubbish shall be placed and kept in covered sanitary containers screened from view from all Lots and shall be regularly removed from each Residence or Lot. No metal dumpsters may be used for refuse except during permitted construction on the Lots. Refuse placed on a Lot for pick-up shall not be placed in open view more than twenty-four (24) hours before the scheduled pick-up time. There shall be no burning of refuse out-of-doors, except for the burning of natural materials in connection with land clearance or fire control. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any person except in conformity with law and as approved by the Committee.

**Section 3.10** No air conditioners or air coolers may be installed, placed or maintained on the roof of any Residence unless prior approval has been obtained from the Committee. In no event shall roof mounted units other than low silhouette designs be approved.

**Section 3.11** No exterior radio, television, citizens band, ham or other aerial antenna more than five (5) feet in height, or tower, (or any support thereof), shall be erected, installed, placed or maintained on any Residence or Lot, except those devices which may be erected, installed, placed or maintained or used entirely under the eaves or enclosed within a building or structure which do not extend above the lowest point of the roof. Satellite dish antennas for television reception are permitted, provided they are screened from view from other Lots. No solar collectors may be installed, placed or maintained on any Lot; and air conditioners and air coolers shall be installed to minimize visibility from Rio Encantado Ct.

**Section 3.12** Outside clotheslines or other outside clothes drying or airing facilities, above ground trash or garbage receptacles, ground mounted air conditioners or air conditioning compressors and equipment shall be enclosed within a fenced service area or areas so as to conceal them from Bona Terra Place and the ground floor of neighboring Residences. Fencing or screening must be harmonious with the overall design of the structures on the Lot.

**Section 3.13** If a Residence or other structure is destroyed, wholly or partially by fire or other casualty, such Residence or other structure shall be properly rebuilt, repaired or replaced to conform to this Declaration or all remaining debris and foundations shall be removed from the Lot. The Residence or other structure shall be completely rebuilt, repaired or replaced or the debris and foundation shall be removed from the Lot within one hundred eighty (180) days of the date of the casualty.

**Section 3.14** No business activities shall be conducted in a Residence or on any portion of the Property; provided however, that business activities which are not retail in nature and do not result in traffic to or from a Residence in excess of normal residential use shall be permitted. Signs advertising businesses shall not be permitted on any Lot, except signs approved by the Committee which are not more than seventy-two (72) square inches in area, are located on or near the front entry door, and are harmonious with the design of the Residence. Provided further, the foregoing restriction shall not apply to the business activities or the construction and maintenance of buildings, if any, of Developer or any Owner, their agents and assigns or during the construction of Improvements and the selling of a Lot.

**Section 3.15** All front yard landscaping shall be predominantly grass and irrigated vegetation. Rock and southwestern landscaping shall only be used as accents and as a minor portion of the front yard landscaping.

**Section 3.16** All Lots and the landscaping and Improvements thereon shall be maintained in good order and repair.

**Section 3.17** All exterior spot or directional lighting of any sort, the light source of which is visible from neighboring Lots, shall be approved, in writing, by the Board prior to installation

**Section 3.18** All newly outbuildings shall be harmonious with any Residence constructed on a Lot.

**Section 3.19** No vehicles of any type shall be permanently or semi permanently parked in any portion of the Subdivision visible from other Lots for purposes of repairs or reconstruction, or storage. A vehicle shall be deemed parked for storage if it is not driven out of the Subdivision for thirty (30) consecutive days.

**Section 3.20** No trucks other than pick-up trucks or other commercial vehicles shall be kept or maintained in the Subdivision, except within standard size garages, and except where customary or required for the limited purposes of building, repairing, refinishing, or maintaining the Subdivision or a dwelling, or for the purpose of moving household goods or other necessary or customary furnishings, equipment or supplies in or out of the Subdivision.

**Section 3.21** Except temporarily during a construction period, all utility lines, including, but not limited to, electrical, gas, telephone, cable television, and other communications systems shall be underground, except for access ports and aboveground transformers.

**Section 3.22** The Private Common Area shall be reserved by the Association for the benefit of all Owners pursuant to this Declaration and the PCD Regulations, to enhance the value, desirability and safety of the Subdivision for watering, planting, cutting, removing and otherwise caring for the landscaping for the installing, maintaining and repairing of signs identifying the Subdivision and utility lines necessary for the maintenance of the Landscaping. No improvements or structures may be constructed upon the Private Common Area except those which are: (a) approved from time to time by the City pursuant to the approved Site Development

Plan, and (b) those which are necessary for the operation and maintenance of the Private Common Area or are otherwise permitted by the PCD Regulations. The use of the Private Common Area shall be limited to the agriculture, landscaping, recreation, drainage or any combination thereof, or any other uses permitted, from time to time, by the PCD Regulations and approved by the Association.

**Section 3.23** (Encroachment Easements) Should minor variations between lot lines as shown on the Plat and actual physical lot boundaries (such as walls, including interior party walls, and fences) occur, either due to original construction, reconstruction, repair or due to the settling, shifting or movement of structures, a valid easement shall exist for the encroaching Improvements for so long as the encroachment exists.

**Section 3.24** Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Developer or any Owner to maintain upon a Lot, as Developer or the Owner may choose, during the period of construction of Improvements or sale of any Residence, such facility or facilities as in the opinion of Developer or any Owner may be reasonably required, convenient or incidental to the construction of Improvements or sale of any Residence, including, without limitation, a business office, storage area, construction yard, sign, model unit and sales office.

## ARTICLE IV

### Nuisances

**Section 4.1** No illegal, noxious or offensive activity shall be carried on any Lot or on Rio Encantado Ct, nor shall anything be done thereon which is, may be or may become a nuisance or cause unreasonable disturbance, or annoyance (including, excessive noise from animals) to Owners in the enjoyment of their Residences and Lots. All portions of a Lot used for animals shall be maintained to minimize odors and flies affecting the adjoining Lots.

**Section 4.2** No signs or other advertising shall be erected, placed or displayed upon any Lot unless the size, form and number of same are first approved in writing by the Committee; provided, however, that any Owner may, without such prior approval, erect one sign of not more than two (2) feet by three (3) feet advertising a Lot for sale or rent for each available lot. Notwithstanding the provisions of this Section, Developer may install signs or other advertising within any Lot, without regard to the size limitations, so long as Developer owns said Lot.

## ARTICLE V

### Building Location

**Section 5.1** Except as otherwise provided herein, each Residence and the other Improvements on a Lot shall have:

- a. Front yard setbacks of fifteen (15) feet.

- b. Side yard setbacks of Zero (0) feet for lot Lots 3, 4, 7, 8 & 9 and
  - i. Five (5) feet for west side of Lot 2 & Zero (0) for the East side.
  - ii. Five (5) feet for east side of Lot 5 & Zero (0) for the West side.
  - iii. Five (5) feet for east side of Lot 6 & Zero (0) for the West side.
- c. Rear yard setbacks of fifteen (15) feet.

**Section 5.2** Subject to the provisions of Section 3.19, walls, fences, driveways and landscaping shall not be subject to setback requirements.

**Section 5.3** Sills, chimneys, gutters, cornices and ornamental features may project up to two (2) feet into the setback areas.

**Section 5.4** The Committee may permit reasonable modifications of the setback requirements where, in the Committee's sole judgment, the setback requirements constitute a hardship to the Owner.

## ARTICLE VI

### Architectural Control Committee

**Section 6.1** An Architectural Control Committee which is referred to herein as the "Committee" is hereby established and shall be comprised of the following three (3) persons:

Jay Rembe  
Chris Calott  
Future Lot Owner

The members of the Committee shall serve for a term of five (5) years from the date hereof or until twenty (20) days after the date Developer has conveyed title to its last Lot, whichever is longer, and until their successors have been duly qualified. In the event of the death or resignation of any member of the Committee prior to the expiration of five (5) years from the date hereof, or twenty (20) days after Developer has conveyed its last Lot, whichever is longer, Developer shall have full authority to designate a successor. Vacancies occurring after five (5) years from the date hereof, or twenty (20) days after Developer has conveyed its last Lot, whichever is longer, shall be filled by the vote of a majority of the Owners who are present at a special meeting called for the purpose of filling such vacancy. The actions and decisions of the Committee shall be based upon majority vote. Notwithstanding the above, not later than three (3) months after the sale of the first Lot to a third party, one (1) of the members of the Committee shall be replaced by an Owner designated by Developer and not affiliated with Developer.

**Section 6.2** Before commencing construction, remodeling, additions to, or alterations of or removal of any building, wall, fence, corral, tank, outbuilding, or any other structure whatsoever on any Lot and before commencing any landscaping or landscaping construction,

including ponds, waterfalls, statues, retaining walls or other structural components which are visible from Rio Encantado Ct., the Owner shall apply to the Committee for approval. The Owner shall submit to the Committee preliminary drawings of elevations for pre-approval, and thereafter:

a. A complete set of plans, including, but not limited to, foundations, floor plans, elevations, details, specifications, which identify construction materials; exterior color schemes; and a site plan showing the location of the structure on the Lot, identifying all construction including, but not limited to roof overhang lines, all setbacks at a point of minimum distance to each Lot boundary, Lot dimension, all walks, drives, patios, decks and walls and/or fences and their construction materials, which set of plans and specifications, upon approval, will be retained by the Committee to remain on file.

b. If deemed necessary by the Committee, the following may be required:

(i) colors and samples of exterior materials;

(ii) roof plans;

(iii) details of exterior furnishings;

(iv) the Owner's proposed construction schedule; and

(v) an architect's or designer's rendering showing a perspective view of the proposed construction.

These renderings may be in pencil or ink-line drawings.

**Section 6.3** No building, structure, or improvement of any kind including walls and landscaping, shall be erected, altered, placed or maintained upon any Lot, unless, and until the complete set of final plans and specifications have been approved in writing by the Committee as to compliance with the requirements of the terms herein and the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Any resurfacing or painting of the exterior wall areas shall be completed in a color texture as close to the original as possible, unless the consent of the Committee is obtained in writing as to a different color and/or texture and except as hereafter provided.

**Section 6.4** Front yard landscaping shall be commenced by the Owner of a Lot within one (1) month after the completion of construction of a Residence thereon, and shall be substantially completed not later than two (2) months after commencement.

**Section 6.5** The Committee shall have the right to disapprove any plans, specifications or details submitted to it if such plans or specifications are not in accord with all the provisions of this Declaration, or if a design or color scheme for a proposed structure is not in harmony with

the general surroundings or in harmony with the Lot or adjacent structures, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of this Declaration, or is contrary to the interests and welfare and rights of all or any part of the Property.

**Section 6.6** If the Committee fails to approve or disapprove the plans, specifications and other required information within thirty (30) days after submission, then approval shall not be required, provided that no buildings or structure shall be erected which violate any of the terms of Declaration.

**Section 6.7** Neither the Committee, its members, nor Developer shall be responsible in any manner whatsoever for any defect in any plans or specifications as submitted or as revised by said Committee, or for work done pursuant to the requested changes to said plans and specifications.

**Section 6.8** A majority of the Committee may, from time to time, grant exceptions or variances not in substantial conflict with this Declaration, without the consent of the Owners in such cases where strict adherence to those requirements would operate to work a hardship on Owners, or where the requirements cannot reasonably be met due to the topography, location, or shape of a particular Lot.

**Section 6.9** Residential style and design on the Lots shall be generally a southwestern motif, such as territorial, pueblo, pueblo revival, contemporary pueblo, Northern New Mexican or Spanish colonial. All outbuildings and other Improvements shall be harmonious with any Residence constructed on a Lot.

## ARTICLE VII

### Road Maintenance

**Section 7.1** Rio Encantado Ct. is a private road.

**Section 7.2** The initial construction costs of Rio Encantado Ct. shall be the obligation of and shall be paid for by Developer. Any and all costs of subsequent Improvements to Rio Encantado Ct. and all maintenance and repairs thereof shall be shared equally by the Owners of each of the Lots through the Association.

## ARTICLE VIII

### Owner's Association

**Section 8.1** The Association shall be organized to own and maintain the Common Areas. The Association shall be organized as a non-profit corporation under the laws of the State of New Mexico. The Association's affairs shall be governed by this Declaration, articles of incorporation and bylaws.



**Section 8.2** The affairs of the Association shall be managed by an elected board of directors, which shall exercise all the rights and powers and perform all the duties and responsibilities set out in this Declaration and the articles and bylaws of the Association.

**Section 8.3** Each Owner shall be a member of the Association for so long as such ownership of a Lot continues. Rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration, and the articles and the bylaws of the Association. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to the Owner's Lot and then only to the transferee of ownership of such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or other legal process now in effect or as may hereafter be established. Any attempt to make a prohibited transfer is void and shall not be recognized by the Association.

#### **Section 8.4**

(a) The Association shall own real property. The Association shall manage, maintain, operate, repair and replace the Common Areas. Any additional functions undertaken by the Association shall be funded by assessments as provided for hereinafter.

(b) The Association may employ the services of a secretary, manager, architect, engineer, consultant, other employee or employees, and attorneys and accountants, to manage and carry out the affairs of the Association.

(c) The Association shall obtain and maintain in force such policies of insurance, including board of director's liability insurance, as may be deemed necessary or advisable by the board of directors.

(d) The Association may, from time to time, subject to the provisions of this Declaration, adopt, declare, amend modify and repeal rules and regulations, by a sixty-six and two-thirds percent (66 2/3%) vote of the members of the Association. Said rules may relate to any matter or thing involving the Association, the board of directors, any committee thereof, any residential area, Common Area Easements, any property managed or maintained by the Association, the articles and bylaws of the Association or this Declaration. Said rules shall become effective when passed upon by the members.

(e) In the event of dissolution of the Association, its common property, if any, shall then be dedicated to a governmental body.

(f) The Association shall have such other rights, powers, authority and duties as set forth in its articles and bylaws.

**Section 8.5** Members shall be entitled to one vote for each Lot owned. Members may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-

in-fact. If an Owner casts a vote for a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of any other Owners of the same Lot.

**Section 8.6** Developer, for each Lot owned by it, hereby agrees to pay, and each Owner by the acceptance of a deed or contract of sale therefor, whether or not so expressly provided in any such deed or contract or other conveyance, is deemed to agree to pay to the Association:

- (a) Maintenance and administrative assessments;
- (b) Assessments for capital Improvements; and
- (c) All other fees or other monies due to the Association from such Owner.

The maintenance and administrative assessments and assessments for capital Improvements, plus interest, late charges, costs and attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner or Owners of such Lot on the assessment date. The personal obligation to pay assessments shall not pass to successors in title unless expressly assumed by them.

**Section 8.7** There shall be an operating fund, into which the Association shall deposit all monies paid to it as:

- (a) Maintenance and administrative assessments;
- (b) Assessments for capital Improvements;
- (c) Miscellaneous income; and
- (d) Income and profits attributable to the operating funds;

and from which the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

**Section 8.8** Maintenance and Administrative Assessments.

(a) Within thirty (30) days prior to the commencement of each fiscal year the Association shall estimate the costs and expenses to be incurred by the Association for maintenance and administration during such year, including a reasonable provision for contingencies, and reserves for major repairs and replacements, and shall subtract from such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies and reserves for major repairs and replacements, in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed against the Owners. The amount of each Owner's assessment shall be determined as follows:

Total Estimated Maintenance and Administrative Assessment, divided by Total Number of Lots in the Development.

(b) If, at any time and from time to time, during any fiscal year, the maintenance and administrative assessment proves or appears likely to prove inadequate for any reason, including non-payment of any Owner's share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy, which shall be assessed to all Owners apportioned as provided in subsection (a).

(c) Maintenance and administrative assessments shall be due and payable to the Association when levied or in such installments during the year, and such due dates as the board of directors shall designate.

**Section 8.9** The Association may also levy in any year an assessment for paying or reimbursing the Association, in whole or in part, the cost or proposed cost of acquisition and construction of a described capital Improvement (whether the Improvements constitute real or personal property), in an amount greater than can be included in the maintenance and administrative assessment, provided it has been approved by a majority of the voting power of the members, which assessment shall be assessed to Owners in the same manner as provided for in Section 8.8(a).

**Section 8.10** Each assessment under this Article shall be the separate, distinct and personal debt and obligation of the Owner against whom it is assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a late charge, interest, plus the reasonable costs of collection, including attorney's fees. Such charges shall be considered an additional assessment and collectible with the assessment for which it was charged. If any such assessment is not paid within ten (10) days after the delinquency date, the Association may, at its option, file in the real property records of Bernalillo County, New Mexico, a notice of delinquent assessment specifying the particulars thereof, including (i) name of Owner, (ii) date and amount of assessment and (iii) the description of each Lot as to which the assessment is delinquent, and bring an action at law against the Owner or Owners personally obligated to pay the same, and upon compliance with the provisions of this Article to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the lien and complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate provided for herein and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or equity against such Owner or Owners and each Lot for the collection of such delinquent assessments.

**Section 8.11** No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date a notice of claim is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Clerk; said notice of claim must recite a good and sufficient legal description of such Lot, the record owner or reputed owner thereof, the amount claimed (which shall include the interest and late charges, costs and attorney's fee recoverable by an action at law) and the name and address of the Association.

**Section 8.12** Any sale pursuant to a foreclosure action is to be conducted in accordance with the customary practice of the courts of the State of New Mexico, applicable to the foreclosure of mortgages, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

**Section 8.13** Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file for record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, in an amount sufficient to cover the actual costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

**Section 8.14** The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

**Section 8.15** The Association shall, upon demand, furnish to any Owner liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the board of directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8.16** The maintenance and administrative assessments provided for in this Article shall commence as to each Lot upon the sooner of (i) the first day of the month following completion of construction of the Residence on the Lot or (ii) one year after recording of this Declaration. Construction shall be deemed completed upon issuance of a certificate of occupancy on final inspection approval of a Residence by the County of Bernalillo or other appropriate governmental entity. The first such annual assessment shall be prorated for each Lot for the period from the commencement as provided in this section to the start of the next fiscal year following such commencement. The initial annual assessments shall be \$120.00.

**Section 8.17** The lien for assessments shall be subordinate to the lien of any first mortgage placed upon a Lot in good faith and for value; however, such subordination applies only to assessments for which a notice of claim of lien has not been filed in the records of the real estate records of the County Clerk of Bernalillo County, New Mexico prior to recording the lien of the first mortgage in said records and the assessments before the sale or transfer of the Lot pursuant to a decree of foreclosure, or any transfer in lieu of foreclosure. The sale or transfer does not release the Lot from the liability or lien for assessments thereafter becoming due.

## ARTICLE IX

### Term of Restrictions

All of the Covenants set forth herein shall be binding upon the Lot Owners and their heirs, successors and assigns and all persons claiming by, through or under them, for a period of twenty (20) years from the date of the filing of this instrument in the office of the County Clerk of Bernalillo County, New Mexico, at which time the Declaration shall be automatically extended for successive periods of twenty (20) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the Owners of not less than eighty (80) percent of the Lots, which instrument shall be recorded in the office of the County Clerk of Bernalillo County, New Mexico, within ninety (90) days prior to the expiration of the initial term hereof or any twenty-year extension; provided, however, that during the initial twenty (20) year period, the Owners of not less than eighty (80) percent of Lots may at any time and from time to time release all of the Lots hereby restricted from any one or more or all of the Covenants, and may release any Lot or Lots from any of the Covenants or may modify, change or amend this Declaration by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Bernalillo County, New Mexico.

## **ARTICLE X**

### **General Provisions**

**Section 10.1** A six-inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by this Declaration.

**Section 10.2** Invalidation of any one of the Covenants by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

## **ARTICLE XI**

### **Enforcement**

**Section 11.1** All provisions of this Declaration shall be binding on all Lots and the Owners, regardless of the source of title of such Owners, and any breach thereof, if continued for a period of fifteen (15) days from and after the date that the Committee or Owner of any other Lot shall have notified in writing the Owner of the Lot upon which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant any other Lot Owner to apply to any court of law or equity having jurisdiction thereof for any injunction or other relief. However, this Declaration shall not be binding on any Owner except in respect to breaches committed during the time such Owner owns or has an interest in said Lot. If such relief is granted, the plaintiff in such action shall be entitled to his reasonable expenses in prosecuting such suit, including attorney fees.

**Section 11.2** No delay or omission on the part of the Owner or Owners of a Lot or Lots in exercising any right, power, or remedy herein provided for in the event of any breach of any provision this Declaration shall be construed as a waiver thereof or acquiescence therein.



# City of Albuquerque



## DEVELOPMENT REVIEW APPLICATION

Supplemental form **S**

**SUBDIVISION**

Major Subdivision action

Minor Subdivision action

Vacation

Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

...for Subdivision Purposes

...for Building Permit

IP Master Development Plan

Cert. of Appropriateness (LUCC) L

Supplemental form **Z**

**ZONING**

Annexation & Zone Establishment

Sector Plan

Zone Change

Text Amendment

**APPEAL / PROTEST of...**

Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICANT INFORMATION:**

NAME: INFILL SOLUTIONS LLC (CHRIS CALLOTT) PHONE: 842-8647

ADDRESS: 1405 ROMA AVENUE NW FAX: \_\_\_\_\_

CITY: ALBUQUERQUE STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNER

AGENT (if any): WAYJOHN SURVEYING INC. PHONE: 255-2052

ADDRESS: 330 LOUISIANA BLVD NE FAX: 255-2887

CITY: ALBUQUERQUE STATE NM ZIP 87108 E-MAIL: WAYJOHN SURVEYING.COM

DESCRIPTION OF REQUEST: ~~SKETCH PLAN FOR PRIVATE COMMONS DEVELOPMENT~~  
PRELIMINARY SIDEWALK WAIVER & SITE DEV. PLAN FOR SID

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. A Block: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdiv. / Addn. ALVARADO GARDENS UNIT 2 - LA TIERRA QUE CANTA

Current Zoning: R-A-2 Proposed zoning: SAME

Zone Atlas page(s): G-12 No. of existing lots: 1 No. of proposed lots: 9

Total area of site (acres): 2.2396 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits?  Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. 101206031427210137 MRGCD Map No. \_\_\_\_\_

LOCATION OF PROPERTY BY STREETS: On or Near: TRELLIS DR. NW

Between: CAMPBELL RD NW and ORO VISTA NW

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): SP-78-134

ZA-78-16 02DRB-01069 (SK)

Check-off if project was previously reviewed by Sketch Plan  or Pre-application Review Team . Date of review: 9/23/02

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

(Print) THOMAS D. JOHNSTON  Applicant  Agent

Form revised September 2001

FOR OFFICIAL USE ONLY		Application case numbers	Action	S.F.	Fees
<input type="checkbox"/>	INTERNAL ROUTING	<u>02DRB - 01451</u>	<u>SW</u>	<u>Y</u>	<u>\$ 0</u>
<input type="checkbox"/>	All checklists are complete	<u>02DRB - 01452</u>	<u>SPSID</u>		<u>\$ 38500</u>
<input type="checkbox"/>	All fees have been collected				\$
<input type="checkbox"/>	All case #s are assigned				\$
<input type="checkbox"/>	AGIS copy has been sent				\$
<input type="checkbox"/>	Case history #s are listed				\$
<input type="checkbox"/>	Site is within 1000ft of a landfill				\$
<input type="checkbox"/>	F.H.D.P. density bonus				\$
<input type="checkbox"/>	F.H.D.P. fee rebate				\$
	Hearing date	<u>Oct. 02, '02</u>			Total <u>\$ 38500</u>

Thomas D. Johnston 9/23/02  
 Planner signature / date

Project # 1002094

**FORM V: SUBDIVISION VARIANCES & VACATIONS**

**BULK LAND VARIANCE FROM SUBDIVISION DESIGN STANDARDS**

- \_\_\_ Application for subdivision (Plat) on FORM S, including those submittal requirements. Variance and subdivision should be applied for simultaneously. (24 copies)
  - \_\_\_ Letter briefly describing and explaining: the request, compliance with criteria in the Development Process Manual, and any improvements to be waived
  - \_\_\_ Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
  - \_\_\_ Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
  - \_\_\_ Sign Posting Agreement
  - \_\_\_ Fee (see schedule) Fee is for Variance. Plat fee is listed on FORM-S.
  - \_\_\_ Any original and/or related file numbers are listed on the cover application
- DRB Public hearings are approximately ONE MONTH after the filing deadline. **Your attendance is required.**

**VACATION OF PUBLIC RIGHT-OF-WAY**

**VACATION OF PUBLIC EASEMENT**

- \_\_\_ The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) 24 copies. (Not required for dedicated and City owned public right-of-way.)
  - \_\_\_ Drawing showing the easement or right-of-way to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) 24 copies
  - \_\_\_ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - \_\_\_ Letter briefly describing, explaining, and justifying the request
  - \_\_\_ Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
  - \_\_\_ Sign Posting Agreement
  - \_\_\_ Fee (see schedule)
  - \_\_\_ Any original and/or related file numbers are listed on the cover application
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire. DRB Public hearings are approximately ONE MONTH after the filing deadline. **Your attendance is required.**

**VARIANCE FROM MINIMUM STANDARDS OF THE DEVELOPMENT PROCESS MANUAL**

**SIDEWALK DESIGN VARIANCE**

**SIDEWALK WAIVER**

- Scale drawing showing the proposed variance or waiver (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the variance or waiver
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**

**EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**

- \_\_\_ Drawing showing the sidewalks subject to the proposed deferral or extension (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
  - \_\_\_ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - \_\_\_ Letter briefly describing, explaining, and justifying the deferral or extension
  - \_\_\_ Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**VACATION OF PRIVATE EASEMENT**

- \_\_\_ The complete document which created the private easement (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
  - \_\_\_ Scale drawing showing the easement to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) 6 copies
  - \_\_\_ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - \_\_\_ Letter briefly describing, explaining, and justifying the vacation
  - \_\_\_ Letter of authorization from the grantors and the beneficiaries
  - \_\_\_ Fee (see schedule)
  - \_\_\_ Any original and/or related file numbers are listed on the cover application
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire. DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

THOMAS D. JOHNSTON  
Applicant name (print)  
[Signature] 9/23/02  
Applicant signature / date



Form revised September 2001

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
020RB - 01451

[Signature] 9/23/02  
Planner signature / date  
Project # 1002094



**FORM P(3): SITE PLAN REVIEW - D.R.B. MEETING (UNADVERTISED)**

**SKETCH PLAN REVIEW AND COMMENT**

- Scaled site sketch and related drawings showing proposed land use including structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etc. (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**SITE DEVELOPMENT PLAN FOR SUBDIVISION**

- Scaled site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Letter of authorization from the property owner if application is submitted by an agent
  - Copy of the document delegating approval authority to the DRB
  - Infrastructure List, if relevant to the site plan *Bring to Mtng. BdB*
  - 2 copies of the Conceptual Utility Layout Plan (mark one for Planning, one for Utility Development)
  - Fee (see schedule) *385.00*
  - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar** to the meeting for sign-off. **Your attendance is required.**

**SITE DEVELOPMENT PLAN FOR BUILDING PERMIT**

- Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Site Plan for Subdivision, if applicable, previously approved or simultaneously submitted. 6 copies.
  - Solid Waste Management Department signature on Site Plan
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Letter of authorization from the property owner if application is submitted by an agent
  - Copy of the document delegating approval authority to the DRB
  - Infrastructure List, if relevant to the site plan
  - Completed Site Plan for Building Permit Checklist
  - 2 copies of the Conceptual Utility Layout Plan (mark one for Planning, one for Utility Development)
  - Blue-line copy of Site Plan with Fire Marshal's stamp
  - Fee (see schedule)
  - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar** to the meeting for sign-off. **Your attendance is required.**

**AMENDED SITE DEVELOPMENT PLAN FOR SUBDIVISION**

**AMENDED SITE DEVELOPMENT PLAN FOR BUILDING PERMIT**

- Proposed amended Site Plan (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - DRB signed Site Plan being amended (folded to fit into an 8.5" by 14" pocket) Copies as needed above
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Letter of authorization from the property owner if application is submitted by an agent
  - Infrastructure List, if relevant to the site plan
  - Completed Site Plan for Building Permit Checklist (not required for amendment of SDP for Subdivision)
  - Fee (see schedule)
  - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar** to the meeting for sign-off. **Your attendance is required.**

**D.R.B. FINAL SIGN-OFF FOR E.P.C. APPROVED S.D.P. for SUBDIVISION**

**D.R.B. FINAL SIGN-OFF FOR E.P.C. APPROVED S.D.P. for BUILDING PERMIT**

- Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Solid Waste Management Department signature on Site Plan (not required for SDP for Subdivision)
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter carefully explaining how each EPC condition has been met and a copy of the EPC Notification of Decision
  - Infrastructure List, if relevant to the site plan
  - 2 copies of the Conceptual Utility Layout Plan (mark one for Planning, one for Utility Development)
  - Blue-line copy of Site Plan with Fire Marshal's stamp (not required for SDP for Subdivision)
  - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar** to the meeting for sign-off. **Your attendance is required.**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

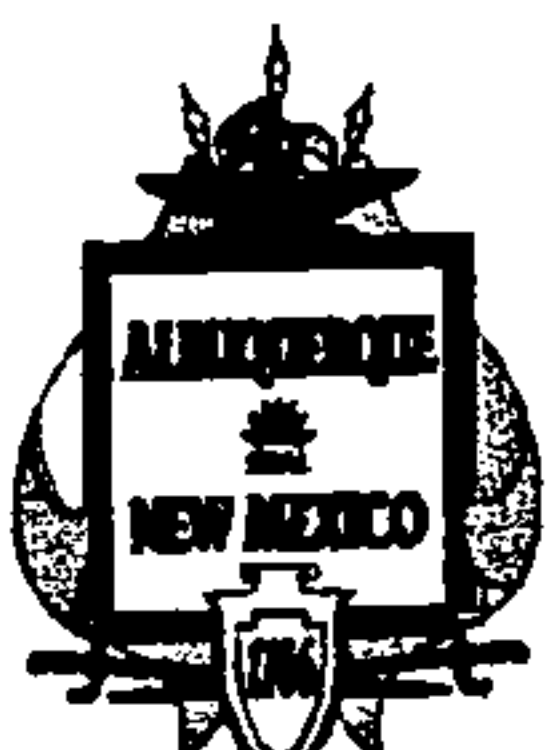
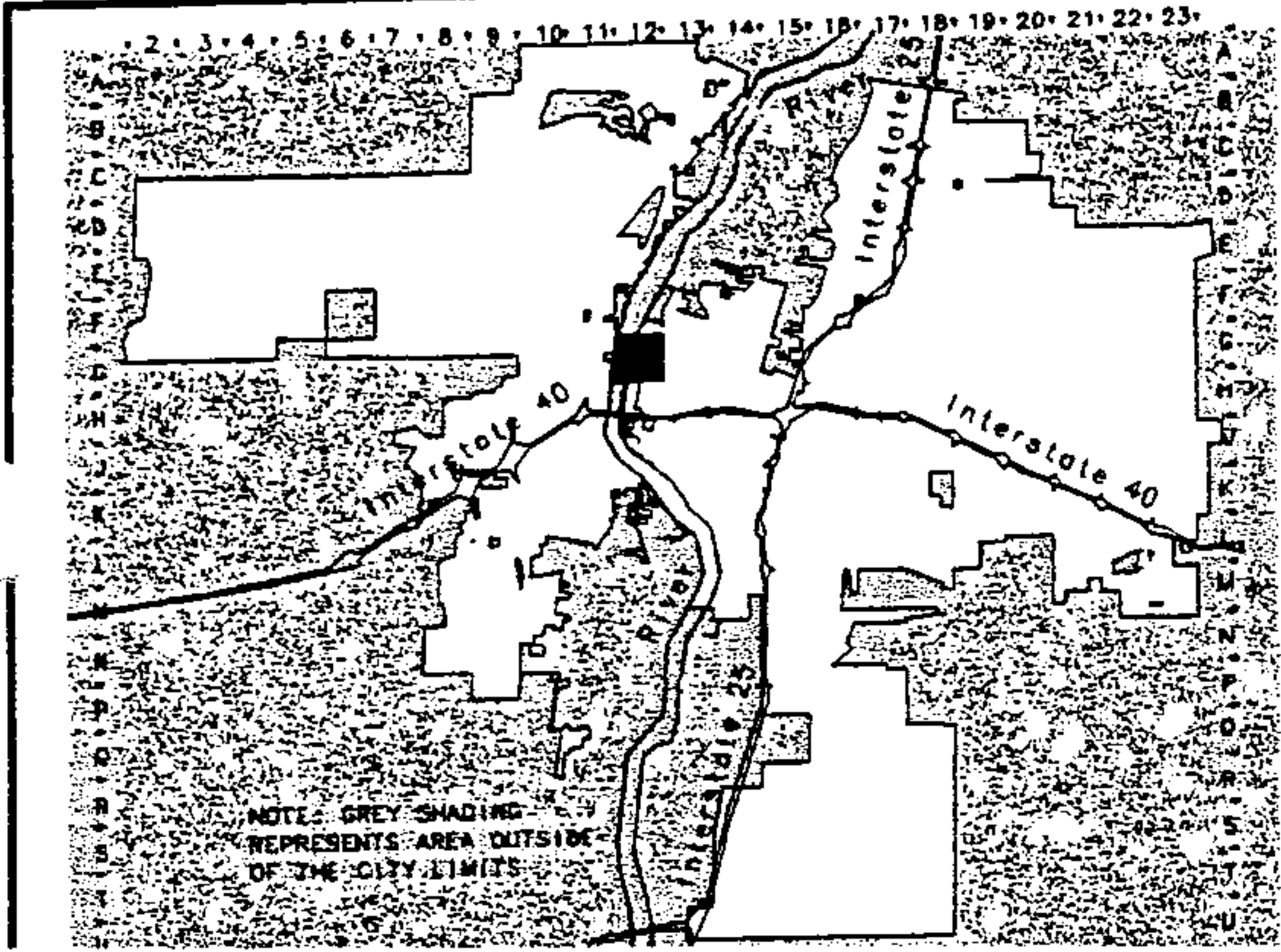
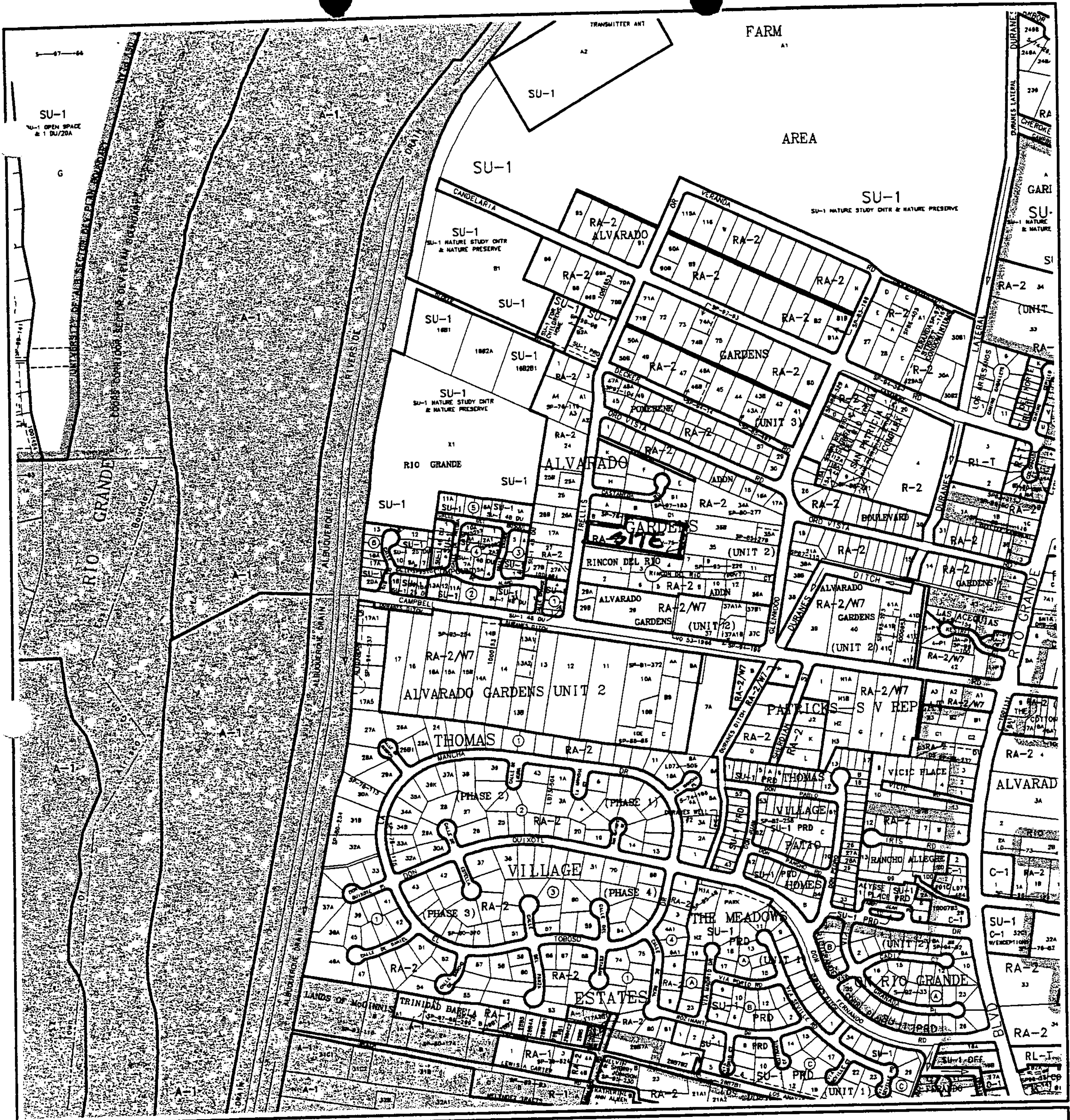
THOMAS D. JOHNSON  
 Applicant name (print)  
[Signature] 9/23/02  
 Applicant signature / date



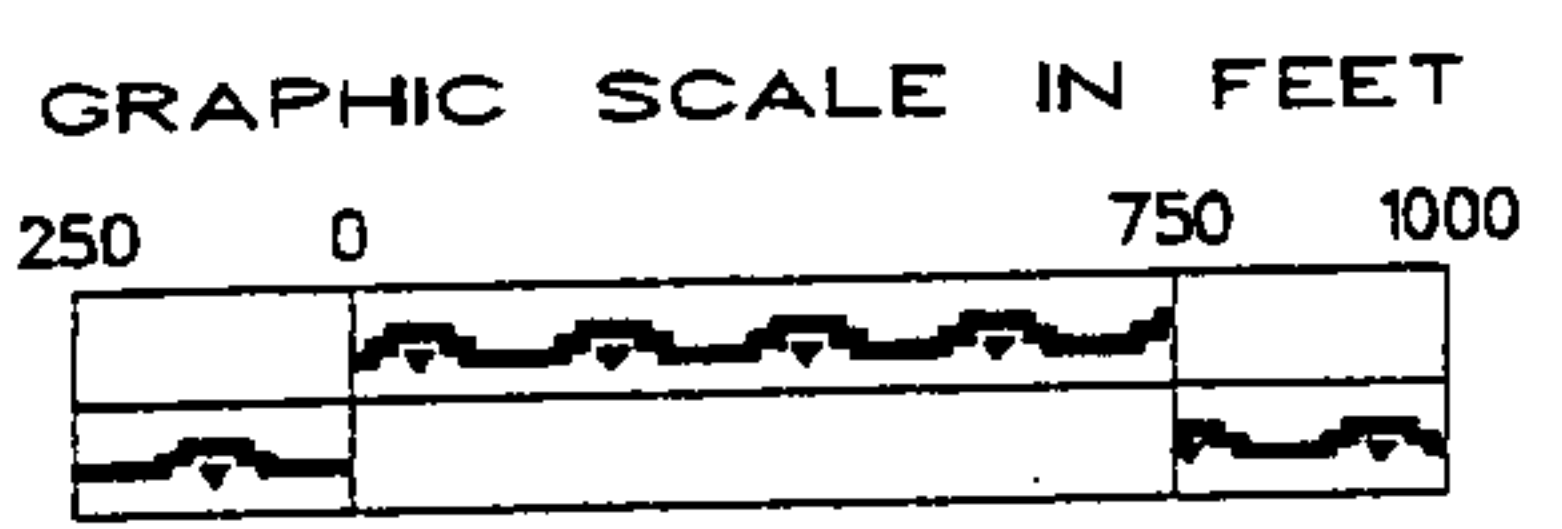
Form revised December 2000

- Checklists complete
  - Fees collected
  - Case #s assigned
  - Related #s listed
- Application case numbers  
 02DRB - \_\_\_\_\_ - 01452  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

[Signature] 9/23/02  
 Planner signature / date  
 Project # 1002094



CITY OF  
Albuquerque  
A Geographic Information System  
PLANNING DEPARTMENT  
© Copyright 2002



Zone Atlas Page  
**G-12-Z**  
Map Amended through April 03, 2002

**Wayjohn Surveying, Inc. ♦ 330 Louisiana Blvd., N.E. ♦ Albuquerque, NM 87108**  
**Phone: (505) 255-2052 Fax: (505) 255-2887**

September 23, 2002

City of Albuquerque  
Plaza Del Sol Building  
600 2<sup>nd</sup> Street, NW  
Albuquerque, NM 87102

RE: Replat of Lot A, Alvarado Gardens Unit 2

To Whom It May Concern:

My client, Infill Solutions LLC, desires to replat Lot A of Alvarado Gardens Unit 2 into nine lots, and to create a private commons development. We would like to request a sidewalk ~~variance~~<sup>WAIVER</sup> for this subdivision. The parcel currently has one residence, which is located in the front. This residence has access from Trellis NW, which currently has a 3.5' sidewalk at the back of curb. This is going to be a private commons development of eight lots with a gravel road to be put into place. This subdivision will be low density, with a cul-de-sac at the end. Therefore, we feel that a sidewalk is unnecessary, given the proposed site conditions.

If you have any questions regarding this matter, please give me a call.

Sincerely,



Thomas D. Johnston, PS

Wayjohn Surveying, Inc. ♦ 330 Louisiana Blvd., N.E. ♦ Albuquerque, NM 87108  
Phone: (505) 255-2052 Fax: (505) 255-2887

September 9, 2002

City of Albuquerque  
Plaza Del Sol Building  
600 2<sup>nd</sup> Street, NW  
Albuquerque, NM 87102

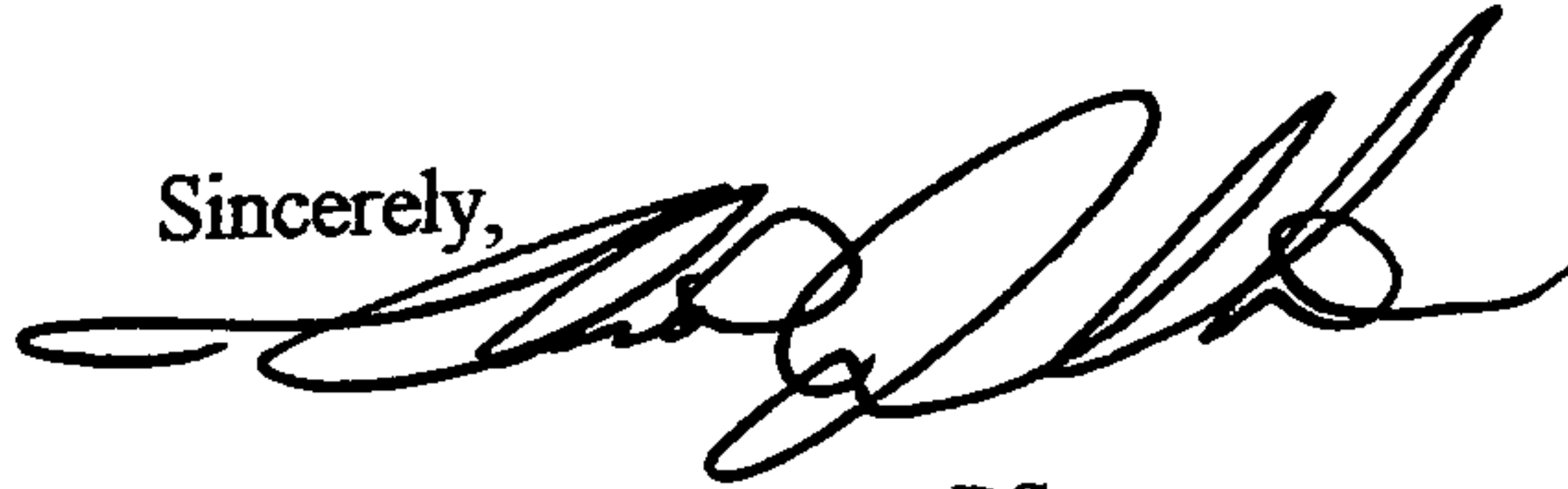
RE: Replat of Lot A, Alvarado Gardens Unit 2

To Whom It May Concern:

My client, Infill Solutions LLC, desires to replat Lot A of Alvarado Gardens Unit 2 into nine lots, and to create a private commons development. The parcel currently has one residence, which is located in the front. My client desires to divide the property so that a gravel road may be put into place. ~~We would like to investigate the feasibility of this configuration.~~ We understand that this submittal will require a DRC Work Order.

If you have any questions regarding this matter, please give me a call.

Sincerely,



Thomas D. Johnston, PS

WE WOULD LIKE  
APPROVAL OF  
PRELIMINARY  
PLAT AT THIS  
TIME,

September 23, 2002

To Whom It May Concern:

RE: La Tierra Que Canta  
Replat of Lot "A" Avlarado Gardens Unit 2

As Managing Member and Owner of the above reference property, I authorize Tom Johnston of Way John Surveying Inc. to pursue from the City of Albuquerque any necessary approvals to allow for the proposed La Tierra Que Canta Subdivision.

Should you have any questions, please call me at 878-0008.

Sincerely,

Managing Member

A handwritten signature in black ink, appearing to read "Jay Rembe", written over the typed name.

Jay Rembe

RESTRICTIONS

OF

LA TIERRA QUE CANTA

A Declaration of Restrictions, Covenants and Conditions for the Creation and  
Maintenance Of a Private Commons Development

TABLE OF CONTENTS

LA TIERRA QUE CANTA SUBDIVISION RESTRICTIONS

A Declaration of Restrictions, Covenants and Conditions for the Creation  
and Maintenance of a Private Commons Development

THIS DECLARATION is made as of October \_\_\_\_, 2002, by TRELIS PARTNERS, L.L.C., a New Mexico limited liability company, with respect to that certain real property situate in Bernalillo County, New Mexico and more particularly described as follows:

All of the LA TIERRA QUE CANTA SUBDIVISION, **except for Lot 1 which shall not be encumbered**, as the same is shown on the Plat for La Tierra Que Canta recorded in the Bernalillo County, New Mexico Real Estate Records on October \_\_\_\_, 2002, in Vol. 2002-C, Folio \_\_\_\_, as Document No. \_\_\_\_\_

It is hereby declared that all of the described real property is subject to this Declaration which is for the purpose of creating and maintaining a private commons development on the described real property and for the improvement and protection of the value, desirability and attractiveness of the described real property, and to meet the requirements of the Private Commons Development Regulations, as they exist from time to time (the "PCD Regulations"), as contained within the City of Albuquerque (the "City") Comprehensive Zoning Ordinance (the "Ordinance").

It is the purpose of this Declaration to create a private commons development consisting of eight (8) single family lots on a private street with private common area for the benefit of the Lot owners.

This Declaration shall run with the described real property and shall be binding upon and inure to the benefit of Grantor, the Association, each Owner of the described real property or any part of it, and each successor in interest of Grantor, the Association, and any such Owner.

ARTICLE 1  
Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall have the meanings as defined in this Article for the purposes of these Restrictions.

Section 1.01:        Architectural Control Committee.

The terms "Architectural Control Committee" or "Committee" shall mean the architectural control committee created pursuant to Article 8.

Section 1.02:        Association.

The term "Association" shall mean the LA TIERRA QUE CANTA HOMEOWNERS= ASSOCIATION, INC., a New Mexico non-profit corporation described in the Article entitled, "Organization, Powers and Duties of the Association," and any predecessor or successor unincorporated association.

Section 1.03:        Board.



The term "Board" shall mean the Board of Directors of the Association and the governing body of any predecessor or successor unincorporated association.

Section 1.04:        City.

The term "City" means the City of Albuquerque, a municipal corporation.

Section 1.05:        Common Area.

The term "Common Area" shall mean the portions of the Subdivision which will be conveyed to the Association for the benefit of the Lot Owners and/or to meet the requirements of the PCD Regulations and/or are portions of the Subdivision which the Association has the beneficial interest in an easement for purposes of maintaining such area for the benefit of the Owners. The Common Area consists of the Private Common Area and the Private Street.

Section 1.06:        Eligible Mortgagee.

The term "Eligible Mortgagee" means any holder of a first mortgage lien against any Lot provided that such mortgagee has given the Association written notice of its mortgage setting forth its name and address and identifying the Lot, by legal description and address, which is subject to such first mortgage.

Section 1.07:        Fiscal Year.

The term "Fiscal Year" shall be the calendar year; but, a different Fiscal Year may be adopted by the Association by By-Law or Board Resolution.

Section 1.08:        Grantor.

The term "Grantor" shall mean Trellis Partners, L.L.C., a New Mexico limited liability company, its successors and assigns, who are assigned, in writing, all of Grantor's powers and responsibilities for all the Subdivision and who accept such powers and responsibilities in writing. All such assignments and agreements to accept the obligations of Grantor shall be recorded, filed with the Board and placed with the records of the Association.

Section 1.09:        Improvements.

The term "Improvements" shall include, without limitation, buildings, out-buildings, (including sheds and storage buildings), roads, driveways, parking areas, fences, retaining walls, privacy walls or fences, subdivision exterior walls or fences, stairs, decks, windbreaks, poles, antennas, signs, utility or communication installations (whether above or underground), and any structure and excavation of any type or kind.

Section 1.10:        Landscape Plan.

The term ALandscape Plan@ shall mean the landscape plan for the Private Common Area pursuant to the PCD Regulations as approved by the City, and as amended from time to time.

Section 1.11:        Lot.

The term "Lot" shall mean each of the eight (8) lots designated 2 through 9 on the Plat together with the Improvements located on each such Lot.

Section 1.12:        Mortgage.

The term Mortgage shall mean a deed of trust, as well as a mortgage, and the term "Mortgagee" shall mean a beneficiary under or a holder of a deed of trust, as well as a Mortgagee.

Section 1.13:        Owner.

The term "Owner" shall mean the persons or entities, including Grantor, holding the beneficial ownership of the Lots, including the purchaser under a real estate contract, and shall not include persons holding only a security interest or a seller under a real estate contract. For the purposes of the Article entitled, "Permitted and Prohibited Uses of Property," unless the context otherwise requires, "Owner" shall include the family, invitees, licensees and tenants of any Owner. The term "Owner" is used interchangeably with "Member" unless otherwise specified herein.

Section 1.14:        Plat.

The term "Plat" shall mean all of the real property shown on the Plat and comprising the Plat of La Tierra Que Canta Subdivision, as recorded in the Bernalillo County, New Mexico real estate records on \_\_\_\_\_, 2002, in Vol. 2002-C, Folio \_\_\_\_\_.

Section 1.15:        Private Common Area.

The term "Private Common Area" shall mean the portions of the Subdivision to be owned by the Association for the common benefit of the Owners to be used for agriculture, landscaping, recreation or any combination thereof as determined from time to time by the Association. These restrictions create for the benefit of the City negative easements which restrict and limit how the Private Common Area can be put to use which restrictions and limitations the City is given the right to enforce. The Private Common Areas are shown and designated on the Plat as Tract A, Tract B, Tract C and Tract D.

Section 1.16:        Private Street.

The term "Private Street" shall mean the private street providing access to the Lots identified on the Plat as "24' Private Access Public Sewer and Public Waterline Easement".

Section 1.17:        Site Plan.

The term "Site Plan" or "Site Development Plan" shall mean the site development plan for the Subdivision approved by the City, as amended from time to time, pursuant to the terms of the PCD Regulations.

Section 1.18:        Subdivision.

The term "Subdivision" shall mean the Private Commons Development created by and subject to this Declaration.

Section 1.19:        Subdivision Restrictions.

The term "Subdivision Restrictions" shall mean, with respect to all property within the Subdivision, the limitations, easements, restrictions, covenants, and conditions set forth in this Declaration, as this Declaration

may from time to time be amended. The term "This Declaration" and the title to this Declaration shall have the same meaning as "Subdivision Restrictions."

ARTICLE 2

Property Subject to Subdivision Restrictions

All of the property shown on the Plat, except for Lot 1.

ARTICLE 3

Permitted and Prohibited Uses of Property

Section 3.01: Permitted Uses of Property Within the Subdivision.

a. Improvements and development within the Subdivision shall be limited to residential single family dwellings, having a minimum of 1500 square feet of heated living area, associated parking, garages, roads and access ways, landscaped areas, and all public or private service and utility facilities related to such uses, including, but not limited to, drainage, sewer, gas, water, electric and communication facilities. No dwelling 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 dwelling by the Owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe these Restrictions. No dwelling may be leased or rented for a period of less than thirty (30) days.

b. Grantor shall, so long as Grantor is the owner of any Lot, have all of the rights of use set out in the Article entitled, "Limitation of Subdivision Restrictions on Grantor."

Section 3.02: Prohibited Uses of Subdivision.

a. In no event shall any Lot be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, or be used in any other way inconsistent with the Subdivision Restrictions.

b. No illegal, noxious or offensive activity shall be carried on within the Subdivision. No light shall be emitted from any Lot which is unreasonably bright to cause unreasonable glare to any residences. No sound shall be emitted on or from any Lot which is unreasonably loud or annoying. No odor shall be emitted from any Lot which is noxious or offensive to others. Nothing shall be done or placed which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their dwellings.

c. No signs whatsoever, including, but without limitation, commercial or similar signs, visible from other Lots, shall be erected or maintained upon any Lot, except (1) such signs as may be required by legal proceedings or are useful for such proceedings; (2) during the time of construction of any structure or other Improvement, job identification signs having a maximum face area of twelve (12) square feet per sign and of the type usually employed by contractors, subcontractors, and tradesmen; (3) appropriate safety, directional, and identification and safety signs installed by Grantor, the Association, or required by law; (4) customary "for sale" or "for rent" signs; (5) political signs as regulated by the Board, and (6) such residential or commercial identification signs as Grantor has the right to maintain, or as are specifically approved by the Board in accordance with the rules adopted by the Board.

d. Except as provided otherwise by this Section, no mobile home, motor home, recreational vehicle, motorcycles, campers, trailers, boat, or similar facility, structure or recreational equipment shall be kept, placed, or maintained within the Subdivision at any time, unless enclosed within a standard size garage or within the side or rear yard so as not to be visible from any street. The provisions of this subsection shall not apply to (i) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by this Declaration, (ii) a recreational vehicle parked in the driveway or the street for a period not to exceed 24 hours, and (iii) a guest's use of a recreational vehicle for a period not to exceed one week per year.

e. Any outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced yard in such a way as not to be visible from streets and the ground floor of neighboring dwellings.

f. 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 Subdivision visible from the street for the ground floor of neighboring homes. There shall be no burning of refuse out of doors, except for the burning of natural materials in connection with land clearance or fire control. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any person except in conformity with law and approved by the Board.

g. No animals, livestock, horses, insects or poultry of any kind shall be kept, raised, or bred in the Subdivision. A total of five household pets per Lot, may be kept, provided they are not kept, raised or bred for commercial or hobby breeding purposes. Such household pets, except cats, must be restrained on a leash or otherwise under the direct control of an individual when in the Subdivision.

h. All exterior spot or directional lighting of any sort, the light source of which is visible from neighboring Lots, shall be approved, in writing, by the Board prior to installation.

i. No exterior antenna, or satellite dishes, of any sort shall be installed or maintained on any Lot or within the Subdivision, except those devices which are erected, installed, placed or maintained and used entirely under the eaves or enclosed within a building or structure or are screened so as not to be visible from the ground level of other Lots. This provision shall remain enforceable even if enforcement action is not commenced within the time limitations otherwise provided by the Subdivision Restrictions.

j. No mechanical device shall be installed or maintained on the roof or exterior surface of any dwelling if such device is visible from the street which the dwelling faces unless screened or enclosed to the satisfaction of the Committee.

k. Front yard landscaping shall be commenced by the Owner of a Lot within one (1) month after the completion of construction of a Residence thereon, and shall be substantially completed not later than two (2) months after commencement.

l. No vehicles of any type shall be permanently or semipermanently parked in any portion of the Subdivision visible from other Lots for purposes

of repairs or reconstruction, or storage. A vehicle shall be deemed parked for storage if it is not driven out of the Subdivision for thirty (30) consecutive days.

m. No trucks other than pick-up trucks or other commercial vehicles shall be kept or maintained in the Subdivision, except within standard size garages, and except where customary or required for the limited purposes of building, repairing, refinishing, or maintaining the Subdivision or a dwelling, or for the purpose of moving household goods or other necessary or customary furnishings, equipment or supplies in or out of the Subdivision.

n. Except temporarily during a construction period, all utility lines, including, but not limited to, electrical, gas, telephone, cable television, and other communications systems shall be underground, except for access ports and aboveground transformers.

o. No portion of the Subdivision shall be used for any purpose or in any manner which would increase the rate at which insurance against loss or damage by fire and the perils covered by extended coverage, bodily injury, property damage liability insurance, covering any other dwelling may be obtained, or cause any other dwelling to be uninsurable or have such insurance canceled or suspended.

p. Residential style and design on the Lots shall be generally a southwestern motif, such as territorial, pueblo, pueblo revival, contemporary pueblo, Northern New Mexican or Spanish colonial. All outbuildings and other Improvements shall be harmonious with any Residence constructed on a Lot.

Section 3.03: Common Area.

The Private Common Area shall be reserved by the Association for the benefit of all Owners pursuant to this Declaration and the PCD Regulations, to enhance the value, desirability and safety of the Subdivision for watering, planting, cutting, removing and otherwise caring for the landscaping and for the installing, maintaining and repairing of signs identifying the Subdivision and utility lines necessary for the maintenance of the Landscaping. No improvements or structures may be constructed upon the Private Common Area except those which are: (a) approved from time to time by the City pursuant to the approved Site Development Plan, and (b) those which are necessary for the operation and maintenance of the Private Common Area or are otherwise permitted by the PCD Regulations. The use of the Private Common Area shall be limited to the agriculture, landscaping, recreation or any combination thereof, or any other uses permitted, from time to time, by the PCD Regulations and approved by the Association.

The Private Streets shall be reserved for the benefit of the Owners, their guests and invitees. The Association shall maintain the Private Streets (including any landscaped medians) and streetlights within the Private Streets, in accordance with rules relating to the streets that may be adopted by the Board of the Association pursuant to this Declaration, as amended or modified from time to time (the "Street Rules"). A copy of the current Street Rules, if any, shall be available at the office of the Association. The Street Rules may contain parking and traffic regulations, including but not limited to regulations as to the number of vehicles that may be parked in the streets within the Subdivision. The Association shall also maintain the private sidewalks within the Subdivision. The Association shall maintain the entrance to the Subdivision including the Entrance Gates, if any. The Association may adopt rules relating to the Entrance Gates, if any, and the

signage pursuant to this Declaration, which rules may be amended and modified from time to time.

Section 3.04: Encroachment Easements.

Should minor variations between lot lines as shown on the Plat and actual physical lot boundaries (such as walls, including interior party walls, and fences) occur, either due to original construction, reconstruction, repair or due to the settling, shifting or movement of structures, a valid easement shall exist for the encroaching Improvements for so long as the encroachment exists.

ARTICLE 4

Membership in the Association Voting Rights

Section 4.01: Membership.

a. Each Owner, by virtue of being an Owner and during such time as such Owner remains an Owner, shall be a member of the Association, or, a member of the unincorporated association preceding the Association or succeeding to the Association (herein "Member" or "Members").

b. The rights, duties, privileges, and obligations of an Owner as a member of the Association or its preceding or succeeding unincorporated association shall be those set forth in, and shall be exercised and imposed in accordance with the provisions of this Declaration and the Association's Articles of Incorporation and By-Laws.

Section 4.02: Voting Rights.

Each Owner shall be entitled to vote as provided in this Article on all matters properly submitted for vote to the membership of the Association. Every Owner entitled to vote at any election of members of the Board may cumulate his votes and give any one or more candidates a number of votes equal to the number of votes to which the Owner is entitled, multiplied by the number of Directors to be elected. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of the beneficial interest of the fee of any Lot to a new Owner shall operate to transfer the appurtenant voting rights without the requirement of any express reference thereto. Voting may be by written proxy.

The rights of membership, including the right to vote and the right to participate in Association affairs, are subject to suspension by the Board for: (1) failure or refusal to pay any assessment levied by the Association for a period of thirty (30) days after the due date of such assessment; or (2) an infraction of, default in or breach of any provision of the Restrictions, the Articles, the By-Laws or the Rules and Regulations of the Association.

Section 4.03: Voting Rules.

When any provision of the Subdivision Restrictions calls for the vote or the consent of the Members in any stated percentage, the following rules apply, unless the specific language of the provision provides to the contrary (a) whenever a vote of the members is required, it is sufficient to obtain the written consent of the same percentage of Members; (b) the percentage requirement shall be a percentage of the total voting power of the Association and not a percentage of the number of Members of the Association, and (c) in

any election held pursuant to the requirements of this Declaration, ballots may be transmitted to Owners in the manner provided for the giving of notice.

ARTICLE 5

Organization, Powers and Duties of the Association

Section 5.01: Organization.

a. The Association shall be organized as a non-profit corporation charged with the duties and empowered with the rights set forth herein. The Association's affairs shall be governed by this Declaration, the Articles of Incorporation and the By-Laws.

b. In the event that the Association, as a corporate entity, is not formed or after formation loses its corporate powers or is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and shall succeed to all the rights and obligations of the Association hereunder until a qualified non-profit corporation is formed. Said unincorporated association's affairs shall be governed by the laws of the State of New Mexico, and to the extent not inconsistent therewith, by this Declaration, the Articles of Incorporation and the By-Laws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association.

c. The President and Secretary of the Association, or any three (3) members of the Board of Directors, may execute, seal, acknowledge and record a certificate of identity stating the names of all of the members of the then current Board and the then current Architectural Control Committee, if any. The most recently recorded affidavit shall be conclusive evidence of the identity of the persons then composing the Board and Architectural Control Committee in favor of any person relying thereon in good faith.

d. The Board shall be appointed by the Grantor, and shall serve at the Grantor's pleasure until December 31, 2003. Thereafter, the Board shall be elected by the members at annual meetings of the Association.

e. The affairs of the Association shall be managed by the Board of Directors, which shall exercise all of the rights and powers and perform all of the duties and responsibilities set out in this Declaration for the Association.

Section 5.02: Powers and Authority of the Association.

The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its By-Laws and in this Declaration, to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of the Subdivision Restrictions and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety, and general welfare of Owners.

a. Any of the following actions by the Board shall require a majority vote or written assent of the members:

1. Entering into a contract for the furnishings of goods or

services for Easement Area or the Association for a term longer than three (3) years with the exception of prepaid casualty or liability policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured; and

2. Paying compensation to members of the Board or officers for services performed in the conduct of the Association's business provided that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

b. In fulfilling any of its obligations or duties under the Subdivision Restrictions, including, without limitation, its obligations or duties for the maintenance, repair, operation, or administration of the Common Areas, the Association shall have the power and authority:

1. To contract and pay for, or otherwise provide for, the improvement, maintenance, restoration, and repair of the Common Area and all Improvements located thereon;

2. To obtain, maintain, and pay for such insurance policies or bonds, whether or not required by this Declaration, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, and the Owners;

3. To incur indebtedness; but any indebtedness in excess of the Association's estimate of its estimated gross revenue for the year incurred or any indebtedness to be repaid over a period longer than one (1) year must be approved by a two-thirds (2/3) vote of the Members;

4. To contract and pay for, or otherwise provide for, such utility services, including, but without limitation, water and electrical services, as may from time to time be required;

5. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, bookkeepers and certified public accountants, and such other professional and non-professional services as the Association deems necessary;

6. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary;

7. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Area, or on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration;

8. To lease or contract for the use of land and Improvements for recreation or other purposes to the extent the Association deems necessary; and

9. To place and maintain upon the Common Area such signs as the Association may deem necessary for the identification of the Subdivision and/or roads, the regulation of traffic, including parking, for the health, welfare and safety of owners and other persons.

c. In fulfilling any of its obligations or in exercising any of its



rights with respect to the development, construction, installation or acquisition of a capital improvement, the Association shall have the power and authority:

1. To contract and pay for such Improvements upon such terms and conditions as the Association shall deem appropriate;

2. To obtain, maintain, and pay for such insurance policies or bonds as the Association may deem appropriate for the protection and benefit of the Association, the members of the Board, and Owners, including, but without limitation, builder's risk insurance, additional comprehensive liability insurance, workman's compensation insurance, and performance and fidelity bonds;

3. To incur indebtedness under terms and conditions as provided by this Article; and

4. To contract and pay for the services of architects, engineers, attorneys, and certified public accountants, and other professional and non-professional services.

d. With respect to the Common Area, the Association shall exercise control over the Common Area, but only for the purpose of carrying out the purposes of these Restrictions. The Association shall have no authority to mortgage, sell or convey the Common Area or any part thereof, unless approved by unanimous vote of the Members except that the Association shall have the power and authority from time to time without a vote of the Members to grant and convey easements or rights of way, in, on, over, or under any Common Area, for the purpose of constructing, erecting, operating and maintaining thereon, therein, and thereunder wires, conduits and other equipment for the transmission of electricity and signals for lighting, heating, power, communication, cable television and other purposes, and for the necessary attachments in connection therewith; and public and private sewers, storm water ponding areas, storm water drains, storm water ponding areas, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing. Any sale of the Private Common Area shall be subject to the PCD Regulations unless released by the City.

e. The Association may, from time to time and upon such terms and conditions as it may deem appropriate, agree with the governing body of any other subdivision to jointly manage the affairs of the Subdivision, to jointly hire a manager, or jointly to engage in other activities not inconsistent with the Subdivision Restrictions.

f. The Association shall have the right from time to time to pay, compromise, or contest any and all taxes and assessments levied against all or any part of the Common Area any income of or assessed to the Association, and upon any personal property belonging to or assessed to the Association.

g. The Association shall have the power and authority from time to time, in its own name, on its own behalf, and on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Subdivision Restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

h. The Association shall have the power, but not the duty, to enter

upon and maintain, or provide for the maintenance of, any Lot or Improvements which is not maintained by the Owner thereof in accordance with the requirements of these Restrictions, at the expense of any such Owner.

Section 5.03: Liability of Members of Board.

No member of the Board shall be personally liable to any Owner, or to any other person, including Grantor, for any error or omission of the Association, its representatives and employees, or the manager; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

Section 5.04: Duties and Obligations of the Association.

a. The Association shall have the obligation and duty, subject to the Subdivision Restrictions, to do and perform each and everything set out in this Section, for the benefit of the Owners and for the maintenance and improvement of the Subdivision.

b. The Association shall accept all Owners as Members of the Association.

c. The Association shall accept from Grantor the Common Areas and maintenance responsibilities in all Common Areas subject to the reservations of all easements, licenses and rights to use and the rights of Grantor.

d. The Association shall maintain, or provide for the maintenance of, the Common Areas and all Improvements thereon.

e. The Association shall maintain or provide for the maintenance of all landscaping and vegetation (including without limitation, grass, mass plantings, shrubs and trees) on Private Common Areas and shall keep such vegetation properly trimmed, mowed, cut, watered, fertilized, planted and replaced so that it provides an attractive appearance.

f. The Association may employ the services of a corporate or individual manager to manage the affairs of the Association and, upon such conditions as are otherwise advisable by the Association, the Association may delegate to the manager any of its powers under the Subdivision Restrictions. No management agreement entered into between the Association and any professional management company (whether or not such professional management company is owned or controlled by the Grantor) shall provide for a term in excess of two (2) years and all such agreements shall permit the Association to terminate for cause upon not more than thirty (30) days' prior written notice and all such agreements shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

g. The Association shall obtain and maintain in force the following policies of insurance:

1. Fidelity Bond: The Association shall procure and maintain a fidelity bond naming the Association as obligee in an amount equal to the estimated maximum amount of funds to be in the custody or control of the Association or its professional management company, including reserves for replacement and working capital, at any given time during the term of such bond, but in any event in an amount at least equal to three (3) months' aggregate monthly assessments on all Lots plus the sum

of all reserve funds. Such fidelity bond shall cover all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including the officers, directors, employees and agents of the professional management company employed by the Association pursuant to these Restrictions. Provided, however, that the fidelity bond to be procured by the Association need not cover the professional management company and its officers, directors, employees and agents, if such professional management company provides a sufficient fidelity bond naming the Association as an additional obligee or loss payee. Such bond shall contain a waiver of any defense or exclusion based upon the exclusion of persons serving without compensation from the definition of "employees" or other similar terms or expressions. Such bond shall require at least ten (10) days' prior written notice to the Association of cancellation or substantial modification (including cancellation for non-payment of premiums). The cost of such fidelity bond (except for premiums on any fidelity bond provided by the professional management company which the Board determines to be satisfactory and in compliance with the provisions of this Section) shall constitute a common expense of the Subdivision.

2. Liability Insurance: The Association shall procure and maintain comprehensive public liability insurance in the amount of at least one million dollars (\$1,000,000) per single occurrence for bodily injury, death and property damage suffered by the public or any Owner and

his family, guests, agents, employees or invitees occurring in, on or about the Common Areas. Such policy shall insure the Owners and the Association and its officers, directors, employees and agents, including expressly the professional management company and its officers, directors, employees, agents, and shall further expressly cover legal liability arising from lawsuits related to employment contracts of every nature to which the Association is a party. Such policy shall be issued by insurers of recognized responsibility authorized to do business within the State of New Mexico and shall require at least ten (10) days' prior written notice of cancellation or substantial modification (including cancellation for nonpayment of premiums) to the Association and to any Mortgagee having a first lien against any Lot which is listed as a scheduled holder of such a first mortgage in the policy and to the City. The cost of such policy shall constitute a common expense of the Subdivision. Such insurance must not provide for contribution with regard to any policies of liability insurance carried individually by any Owner.

3. Additional Insurance: The Board shall have the authority to obtain such other insurance, including the authority to increase the scope or amount of any insurance required by this Article 5, as the Board shall determine to be necessary or advisable. The cost of any such additional insurance shall constitute a common expense of the Subdivision.

h. The Association shall prepare an annual operating statement reflecting the money received by the Association and the expenditures of the Association for each fiscal year and distribute such statement to each member and each Eligible Mortgagee upon request.

i. The Association shall take such action, whether or not expressly authorized by the Subdivision Restrictions, as may reasonably be necessary to enforce or carry out the purposes of the Subdivision Restrictions.

ARTICLE 6  
Funds, Assessments and Delinquency

Section 6.01: Creation of Lien and Personal Obligation for Assessments.

Grantor for each Lot owned by it hereby agrees to pay, and each Owner of any Lot by the acceptance of a deed or contract of sale therefor, whether or not so expressed in any such deed or contract or other conveyance, is deemed to agree to pay to the Association (a) maintenance assessments, (b) delinquency assessments, and (c) all other fees or other moneys due to the Association from such Owner.

The maintenance assessment and delinquency assessment, plus interest, late charges, costs and attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner or Owners of such property on the assessment date. The personal obligation to pay assessments shall not pass to successors in title unless expressly assumed by them.

Section 6.02: Operating Fund.

There shall be an operating fund, into which the Association shall deposit all monies paid to it, and from which the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 6.03: Maintenance Assessment.

a. Within thirty (30) days prior to the commencement of each fiscal year the Association shall estimate the costs and expenses to be incurred by the Association during such year, including a reasonable provision for contingencies, and reserves for major repair and replacement, and shall subtract from such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies and reserves for major repair and replacement, in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed to all Owners in shares: one (1) share for each Lot owned.

b. If, at any time and from time to time, during any fiscal year, the maintenance assessment proves or appears likely to prove inadequate for any reason, including non-payment of any Owner's share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy, which shall be assessed to all Owners apportioned as provided in subsection a, if approved by a two-thirds (2/3) vote of the Members.

c. Maintenance assessments shall be due and payable to the Association when levied or in such installments during the year, and on such due dates as the Board shall designate.

d. The Board shall not levy assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year and which are not part of such budgeted gross expenses

without the vote or written consent of the Members.

e. From and after the December 31st immediately following the conveyance of the first Lot by Grantor, the maximum maintenance assessment may be increased each year not more than ten percent (10%) from the previous year without a vote of two-thirds (2/3) of the Members. The percent of increase shall be cumulative from year to year so that an increase not used in one year may be used in a subsequent year without a vote of the members.

Section 6.04: Delinquency Assessment.

The Association shall levy a delinquency assessment against any Owner or Owners as a result of whose acts, or failure or refusal to act, or otherwise comply with the Subdivision Restrictions, monies were expended from the operating fund by the Association. Such assessment shall be in the amount so expended, and shall be due and payable to the Association when levied, or in such installments as the Association shall designate. Prior to the levy of a delinquency assessment the Board shall hold a hearing to determine the validity and amount of the assessment upon at least thirty (30) days notice to the Owner to be assessed at which hearing such Owner shall be given an opportunity to be heard.

Section 6.05: Reserves as Trust Funds.

Reserves for major repairs and replacements and for capital improvements to be built or acquired shall be kept segregated from the other monies held by the Association as trust funds in an account or accounts labeled "Reserve Trust Fund" and shall be withdrawn and used only for the purposes of major repairs and replacements or for capital improvements respectively, unless a different or other use is authorized by the vote of the members.

Section 6.06: Delinquency.

Each assessment under this Article shall be the separate, distinct and personal debt and obligation of the Owner against whom it is assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a sum (late charge) to be determined by the Association, to pay the costs of handling the delinquent sum. Such a charge shall be considered an additional assessment and collectible with the assessment for which it was charged. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate set from time to time by the Association, however not greater than twenty percent (20%), and the Association may, at its option, bring an action at law against the Owner or Owners personally obligated to pay the same, and upon compliance with the provisions of this Article to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate provided herein and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 6.07: Notice of Lien.

No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the Bernalillo County Clerk; said notice of claim must recite a good and sufficient legal description of any such Lot, the record owner or reputed owner thereof, the amount claimed (which shall include the interest charges, costs and attorney's fees recoverable by an action at law) and the name and address of the Association.

Section 6.08: Foreclosure Sale.

Any such sale provided for above is to be conducted in accordance with the customary practice of the court of the State of New Mexico, applicable to the foreclosure of Mortgages, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 6.09: Curing a Default.

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 6.10: Cumulative Remedies.

The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6.11: Certificate of Payment.

The Association shall, upon demand, furnish to any Owner liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.12: Commencement of Annual Assessments.

The regular maintenance assessments provided for in this Article shall commence as to each Lot upon the closing of the conveyance of each Lot by the Grantor. The Grantor shall make up the shortfall necessary to meet the Association's obligations, either in cash or services, until such time as all of the Lots are paying assessments, but the Grantor shall not be obligated to pay more than the amount which would be assessed to Lots owned by the Grantor, nor shall the Grantor be obligated to contribute to reserve accounts.

Section 6.13: Private Commons Area/City Rights:

In the event that the Association fails to meet its maintenance obligations with respect to the Private Common Area pursuant to the standard set out herein and in the PCD Regulations, within thirty (30) days following written notice from the City, the City shall have the right to enter upon the Private Common Area and perform such maintenance. The cost of such maintenance together with any penalties or costs allowed by law shall be assessed against the Lots and shall constitute a municipal lien against the Lots for such costs. This provision does not create an obligation by the City to perform this maintenance.

## ARTICLE 7

### Duties and Responsibilities of Owners

#### Section 7.01: Owner's Responsibility to Repair.

Each Owner shall be responsible for the maintenance and repair of his dwelling, his Lot and his landscaping.

#### Section 7.02: Joint Maintenance by Owners.

a. Each wall which is built as part of the original construction of the Subdivision and placed on the dividing line between Lots shall constitute a party wall. Each part of the structure of a building which is shared by more than one dwelling is a common structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply.

b. The cost of reasonable repair, maintenance and replacement of a party wall, common structure or joint utility shall be shared by the Owners who make use of the wall in proportion to such use.

c. Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes a party wall or common structure to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

d. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

e. In the event of any dispute arising under the provisions of this Section, the Board shall arbitrate the dispute and its decision shall be final.

#### Section 7.03: Parking Areas, Vehicles.

For overnight parking, each Owner shall park his vehicle in his garage, except that when there are more vehicles used by the Owner than his garage will accommodate.

#### Section 7.04: Maintenance of Landscaping.

Each Owner shall maintain the landscaping on his lot in a neat and attractive manner. All grass, mass plantings and other plantings shall be mowed, trimmed and cut as necessary at regular intervals.

#### Section 7.05: Observance of Subdivision Restrictions.

Each Owner shall comply with the Subdivision Restrictions and will cause and be responsible for Owner's family, agents, guests, contractors, employees and any person renting or leasing Owner's dwelling to do likewise.

Section 7.06: Rights of Action.

Each Owner and the Association shall have a right of action against any Owner for failure to comply with the provisions of this Article 7 of the Subdivision Restrictions.

ARTICLE 8  
Construction and Architectural Control

Section 8.01: Architectural Control Committee:

An Architectural Control Committee for the Subdivision is hereby established consisting of the following three persons:

JAY REMBE  
CHRIS CALLOT

At least one Board member shall serve on the Committee at all times. The Committee shall serve at the pleasure of the Grantor who shall have the right to appoint, reappoint and discharge members of the Committee at will so long as the Grantor owns any lots within the Subdivision. Thereafter, the Committee shall serve at the pleasure of the Board. A majority of the members of the Committee may appoint one member of the Committee to act on and for the Committee.

Section 8.02: Construction of Improvements.

(a) Before anyone shall commence on any Lot within the Subdivision the installation or construction of, remodeling of, addition to, or alteration of any Improvement of whatsoever nature; and before anyone shall paint, texture, repaint or retexture the exterior surfaces of any Improvement, there shall be submitted to the Committee plans and specifications as follows:

(i) Preliminary or tentative plans and specifications which shall clearly show the nature of the work or installation proposed and the location thereof, on the Lot, which such preliminary or tentative plans shall include sufficient description of materials, colors, textures, etc. together with a landscaping plan (including all planting materials and landscape areas) as shall enable the Committee to evaluate whether the proposed construction, alteration, installation, etc., complies with the Site Plan, the Restrictions, and will harmonize with the motif and style of the Subdivision; and be compatible with surrounding homes; and

(ii) After approval of the preliminary or tentative plans, including therein any requirements made by the Committee in the due and proper exercise of its discretion and powers, two complete sets of the final plans and specifications. If deemed necessary by the Committee, the following may be required as part of the application: (A) details of exterior furnishings including exterior colors, and exterior material finish texture; (B) a drainage report prepared by a registered engineer; and (C) an architect's rendering showing the proposed construction. These renderings shall be ink drawings.



(iii) Upon completion of the stem wall for the home, the Committee shall be provided a stem wall survey to enable the Committee to ascertain if the home is located upon the Lot in conformance with the approved plans and with these Restrictions. No further construction can take place on the Lot until the Committee has given written approval of the survey. The Committee shall have 72 hours to approve the survey, otherwise it shall be deemed approved.

(b) No Improvement of any kind, installations, painting or texturing, shall ever be, or permitted to be, erected, constructed, installed, placed or maintained on any Lot within the Subdivision, unless and until the final plans, specifications and elevations therefor shall have received written approval of the Committee, and approved by the City as required pursuant to the zoning for the Subdivision. All such final plans shall include plot plans showing the location on the Lot of all Improvements proposed to be constructed and/or installed, planted, placed or maintained on the Lot and shall further include elevations, together with the proposed color scheme and textures for roofs and exteriors thereof, indicating the materials for same.

The Committee is authorized to charge not more than \$100.00 for review of plans and specifications. Payment of the required charge shall be a part of, and condition to, the submittal of plans and specifications for committee approval.

(c) The Committee shall approve or disapprove within thirty days after receipt thereof plans and specifications which have been submitted to it. One set of plans and specifications, with the Committee's approval or disapproval and requirements endorsed thereon, shall be returned to the applicant and the other copy thereof, with a duplicate endorsement thereon corresponding to the first set, shall be retained in the Committee's files.

In the event that the Committee shall fail to approve or disapprove the plans, specifications and other information within thirty days after receipt thereof by the Committee, then such approval shall not be required, provided that no structure, building or other improvement shall be installed, erected, painted, textured, altered or modified which violates any of the Restrictions.

The Committee shall have the right and power to disapprove any plans, specification or details submitted to it, if the Committee shall find that the plans and specifications are not in accord with all provisions of this Declaration, or if a design or color scheme submitted is not in harmony and accord with the Subdivision, or surrounding homes, or if the plans and specifications are incomplete. The Committee shall have the right to consider the impact of proposed Improvements upon the views from other Lots, but the Committee shall be under no obligation to preserve views, or to deny approval of plans for Improvements which will, or may, impair views.

(d) If any Improvement or work is completed or done without compliance with this Article, such Improvement or work shall be deemed to have been done in compliance with this Article if no action has been commenced to enforce the provisions of this Article against such Improvement or work within one (1) year of its completion.

(e) Approval of building plans and/or specifications by the Committee will not constitute a waiver of the Restrictions if they violate the Restrictions upon the completion of construction.

(f) Approval by the Committee is independent for requirements created

pursuant to the Site Plan approved by the City.

Section 8.03: Estoppel Certificate.

Within thirty (30) days after written demand is delivered to the Committee by any Owner, and upon payment therewith to the Association of a reasonable fee to cover costs from time to time to be fixed by the Association, the Committee shall provide Owner with an estoppel certificate executed by an officer of the Association and acknowledged, certifying with respect to any Lot owned by said Owner, that as of the date thereof either (1) all Improvements and other work made or done upon or within said House by the Owner, or otherwise, comply with this Declaration, or (2) such Improvements or work do not so comply, in which event the certificate shall also (a) identify the non-complying Improvements and work and (b) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between Grantor, the Association, and all Owners and such purchaser, and mortgagee.

Section 8.04: Liability.

Neither the, Committee, the Board nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

- a. The approval of any plans, drawings, and specifications, whether or not defective,
- b. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications,
- c. The development or manner of development of any property within the Subdivision, or
- d. The execution and recording of an estoppel certificate whether or not the facts therein are correct; provided, however, that the officer executing the certificate, with the actual knowledge possessed by him, has acted in good faith.

Without in any way limiting the generality of the foregoing, the Committee, Board, 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.

ARTICLE 9  
Protection of Security Interests

Section 9.01: Application of Assessments to Mortgagees.

The liens created under the Subdivision Restrictions upon any Lot shall be subject and subordinate to, and shall not affect the rights of a mortgagee under any recorded first mortgage upon a Lot made in good faith and for value, provided that after the foreclosure of any such mortgage the amount of all maintenance and special assessments, and all delinquent assessments to the extent such delinquent assessments relate to expenses incurred after such foreclosure, assessed hereunder to the purchaser at foreclosure sale, shall become a lien upon such lot upon recordation of a notice thereof with the

County Recorder.

Section 9.02: Right to Notice.

The Association shall provide all Eligible Mortgagees with timely written notice of any delinquency in the payment of monthly assessments, special assessments or other charges due the Association by the Owner of a Lot which is subject to a first mortgage held, by any Eligible Mortgagee and which delinquency remains uncured for a period of sixty (60) days or more.

Section 9.03: Limitation of Enforcement Against Mortgagee.

No violation by an Owner of the Subdivision Restrictions or enforcement of the Subdivision Restriction against an Owner shall defeat or render invalid the lien of any mortgagee made in good faith and for value against the property of such Owner, but, the Subdivision Restrictions shall be effective against any Owner whose title is acquired by foreclosure, trustee's sale, voluntary conveyance, or otherwise.

Section 9.04: Rights of Mortgagee to Information.

A Mortgagee shall, upon written request, be entitled to inspect the Declaration, By-Laws, books and records of the Association on the same basis as a Member. If a Mortgagee furnishes the Association, in writing, with its address, it shall be entitled to receive within a reasonable time financial statement for the immediately preceding fiscal year, free of charge and shall receive notice of meetings on the same basis as Members.

Section 9.05: Application of Subdivision Restrictions.

Except as provided in this Article or specifically provided elsewhere in the Subdivision Restrictions, all Mortgages and Mortgagees are bound by the provisions of the Subdivision Restrictions.

Section 9.06: Collection of Assessments.

The Mortgagees shall be under no obligation to collect assessments.

Section 9.07: Mortgage Approval.

So long as the Grantor has more than a majority of the voting power of the Association, HUD or VA approval is required prior to (a) amendment of the Association's Articles of Incorporation, Bylaws or this Declaration; (b) annexation of property to the Association; (c) encumbering, conveying or dedicating Common Areas; or (d) dissolution of the Association.

ARTICLE 10

Limitation of Subdivision Restrictions on Grantor

Section 10.01: Limitation of Subdivision Restrictions on Grantor.

Grantor is undertaking the work of constructing the Subdivision. The completion of that work and the sale, rental and other disposition of the Lots is essential to the establishment of the Subdivision. In order that said work may be completed and said property be established and fully occupied as rapidly as possible, nothing in this Declaration shall be understood or construed to:

a. Prevent Grantor or its agents, employees, and contractors from doing on the properties whatever is reasonably necessary or advisable in connection with the completion of the work; or

b. Prevent Grantor or its agents, employees, and contractors or homebuilders with Grantor's approval, from erecting, constructing and maintaining on any part or parts of the Subdivision, such structures as may be reasonably necessary for the conduct of its business of completing the work and establishing the Subdivision, including, without limitation, sales offices, model units, general business offices for its staff, employees and contractor, and storage and parking facilities for materials and equipment, and disposing of the Subdivision in parcels by sale, lease or otherwise; or

c. Prevent Grantor from conducting on any part of the properties its business of completing the work, and of establishing and disposing of the Subdivision;

d. Prevent Grantor or homebuilders with Grantor's approval, from maintaining such sign or signs on the Subdivision as may be necessary for its sale, lease, or disposition, or the sale, lease or disposition of any Lot.

Section 10.02: Use of Subdivision Name.

Grantor may use the name of the Subdivision and the Subdivision Restrictions in other subdivisions or projects, whether located adjacent to the Subdivision or not, provided such names have a distinctive number or other designation so that they are not identical with the names of the Subdivision and Association. Consent is hereby given to Grantor and Grantor's assigns to use such names of a Corporation and upon request of Grantor, the Association agrees to execute a written consent authorizing Grantor to use the same or similar name which Consent will be filed with the State Corporation Commission.

Section 10.03: Architectural Control.

Improvements by Grantor and declarants to the Subdivision do not require approval of the Committee.

Section 10.04: No Amendment or Repeal.

The provisions of this Article may not be amended or repealed without the consent of Grantor, so long as Grantor owns any Lot within the Subdivision.

ARTICLE 11  
Miscellaneous Provisions

Section 11.01: Amendment or Repeal; Duration.

a. These Restrictions and any provisions thereof which are in effect with respect to all or part of the Subdivision, may be amended or repealed in the following manner:

1. The approval by seventy-five percent (75%) vote or written consent of the voting power of the membership in the Association; and

2. The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth, in full, the amendment or amendments so approved, including any portion or portions of this Declaration repealed, and certifying that such amendment or amendments have been approved by the required vote or consent of the Owners, and if necessary, by the required percentage of Owners of a particular class of property or Lots.

At any time during which Grantor is the only owner of property within the Subdivision, Grantor may amend or correct these Restrictions by a recorded instrument of amendment or correction.

b. All of the provisions of these Restrictions shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, included within the Subdivision, to the Owner and to the Association subject, however, to the right to amend and terminate as provided for in this Article, through December 31, 2052; provided that these Restrictions shall terminate if, within one (1) year prior to December 31, 2052, there shall be recorded an instrument directing the termination of these Restrictions signed by two-thirds (2/3) of the Owners of record title. These Restrictions in effect immediately prior to the expiration date shall, subject to the provisions of Section 11.01a., be continued automatically without any further notice, for an additional period of ten (10) years unless within one (1) year prior to expiration of such period these Restrictions are terminated as set forth in this Section. The right of access to the Lots over the Private Street shall be in perpetuity.

c. No amendment may be made to these Subdivision Restrictions without the written consent of the City which would impair the rights of the City or would limit the obligation of the Association or the individual Lot Owners to meet the maintenance obligations of the PCD Regulations.

d. The right of access to the Lots may not be amended or terminated without the unanimous consent of the Lot Owners.

Section 11.02: Enforcement; Non-Waiver; No Forfeiture.

a. Except to the extent otherwise expressly provided herein, the Association or any Owner or Owners shall have the right to enforce any and all of the provisions now or hereafter imposed by the Subdivision Restrictions upon other Owners, or upon any property within the Subdivision.

b. The City shall have the right to enforce these Restrictions to the extent that the Private Common Area is restricted pursuant to the terms of the PCD Regulations.

c. Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all of the provisions now or hereafter imposed by the Subdivision Restrictions upon the Association.

d. Every act or omission whereby any restriction, condition, or covenant of the Subdivision Restrictions is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or by an Owner or Owners, as provided for in this Section. Any provisions to the contrary notwithstanding, only the Association or its duly authorized agents may enforce by self-help any limitation, restriction, covenant, condition, or obligation herein set forth.

e. Each remedy provided for in the Subdivision Restrictions is cumulative and not exclusive.

f. The failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien, or charge of the Subdivision Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provision of the Subdivision Restrictions.

g. No breach of any of the provisions of the Subdivision Restrictions shall cause any forfeiture of title or reversion or bestow any rights of re-entry whatsoever.

h. Reasonable attorney's fees and costs may be awarded in any action brought to enforce the provisions of the Subdivision Restrictions.

Section 11.03: Construction; Compliance with Laws; Severability; Singular and Plural; Titles.

a. All of the limitations, restrictions, covenants, and conditions of the Subdivision Restrictions shall be liberally construed, together, to promote and effectuate the beneficial operation of the Subdivision.

b. No provision of the Subdivision Restrictions shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over such person or the Subdivision.

c. Notwithstanding other provisions in this Section, the limitations, restrictions, covenants, and conditions of the Subdivision Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision, or portion thereof, of any of such limitations, restrictions, covenants, or conditions shall not affect the validity or enforceability of any other provision.

d. The singular shall include the plural and the plural, the singular, unless the context requires the contrary, and the masculine, feminine and neuter, as the context requires.

e. The table of contents and all titles used in the Subdivision Restrictions, including those of Articles and Sections, are intended solely for convenience of reference and the same shall not, nor shall any of them affect that which is set forth in such Articles, Sections, nor any of the terms or provisions of the Subdivision Restrictions. Any numbered or lettered subdivision of a Section is referred to as "subsection" or "subsections" and any indented portion of this Declaration which is unnumbered and unlettered shall be referred to as "Paragraph."

Section 11.04: Lot Splitting; Consolidation.

a. No Lot within the Subdivision shall be split unless the Board shall have given its written consent.

b. No two or more lots within the Subdivision shall be consolidated into one Lot unless the Board shall have given its written consent.

c. Nothing contained in this Section shall apply to the splitting of any Lots by Grantor or the consolidation of two or more Lots into one Lot by Grantor.

d. The Association can require a change in the voting rights and assessment obligation in any Lot split or consolidation to keep the assessment and voting rights the same after the split or consolidation as they were before.

Section 11.05: Obligations of Owners; Avoidance; Termination.

a. No Owner, through the abandonment of his Lot, may avoid the burdens or obligations imposed on him by the Subdivision Restrictions by virtue of his being an Owner.

b. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date such transfer is recorded, provided such transferring Owner notifies the Association of the transfer as provided by the Subdivision Restrictions, and no person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under the Subdivision Restrictions following the date of such termination.

Section 11.06: No Partition or Severance of Interests.

There shall be no partition or severance of any Lot, from the Subdivision and the Grantor, Board, Association and Owners shall not seek to partition or sever any part of a Lot from the Subdivision, nor shall they have any right to maintain an action for judicial partition in connection with the Subdivision unless such right is expressly given by the Subdivision Restrictions. This provision shall not prevent the partition of any Lot or Lots held in joint ownership as long as no physical partition takes place and there is no severance from any incident of the Subdivision Restrictions. No owner shall sever his Lot from its interest in the Association.

Section 11.07: Notices; Documents; Delivery.

Any notice or other document permitted or required by the Subdivision Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows:

If to an Owner: At any Lot within the Subdivision owned by the Owner or at such other address given by Owner to the Association, in writing.

If to Grantor or to the Association:  
7620 Jefferson, NE  
Albuquerque, New Mexico 87109

Any such address may be changed from time to time by any Owner, or by Grantor by notice in writing, delivered to the Association, or by the Association, by notice in writing, delivered to all Owners.

Section 11.08: Ownership of Property.

All funds and facilities provided for by the Subdivision Restrictions and all property of any kind held by the Association and derived from assessments of Members, proceeds of insurance carried or obtained by the Association, proceeds of bonds payable to the Association or payment received for damages to the Subdivision, and any right or interest in any such property shall belong to the Owners in proportion to each Owner's share of the maintenance assessment, and no assessment or the proceeds of any assessment shall be considered income to the Association. No person has any right to appropriate or make use of such property, except as provided by the Subdivision Restrictions until and unless there has been a partition or distribution of such property. All such property shall be appurtenant to each Lot in proportion to each Lot's share of the maintenance assessment and may not be severed or separated from any Lot, and any sale, transfer, or conveyance of the beneficial interest of the fee of any Lot shall operate to transfer the Owner's rights in such property without the requirement of any express reference thereto.

Section 11.09: Transfer of Common Area.

Grantor shall transfer and convey to the Association, and the Association shall accept, the Common Areas. The Common Areas may be subject to any or all of the following exceptions, liens, and encumbrances: (a) the lien of real property taxes and assessments not delinquent; (b) such easements and rights of way as may have been offered for dedication to a political subdivision or public organization, or public utility corporation; (c) such easements and rights of way, licenses or rights of use on, over, or under all or any part of any such property or structures or Improvements thereon as may be reserved to Grantor or granted to any Owner for the use thereof in accordance with the provisions of these Restrictions; obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution, or regulation of the United States of America, the State of New Mexico, or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation; and (e) any other lien, encumbrance, or defect of title of any kind whatsoever (other than of the type which would, at any time, or from time to time, create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice Owners in their use and enjoyment of such property.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

TRELLIS PARTNERS L.L.C., a New Mexico  
limited liability company

By: \_\_\_\_\_  
Jay Rembe  
Managing Member



STATE OF NEW MEXICO        )  
                                  ) ss.  
COUNTY OF BERNALILLO     )

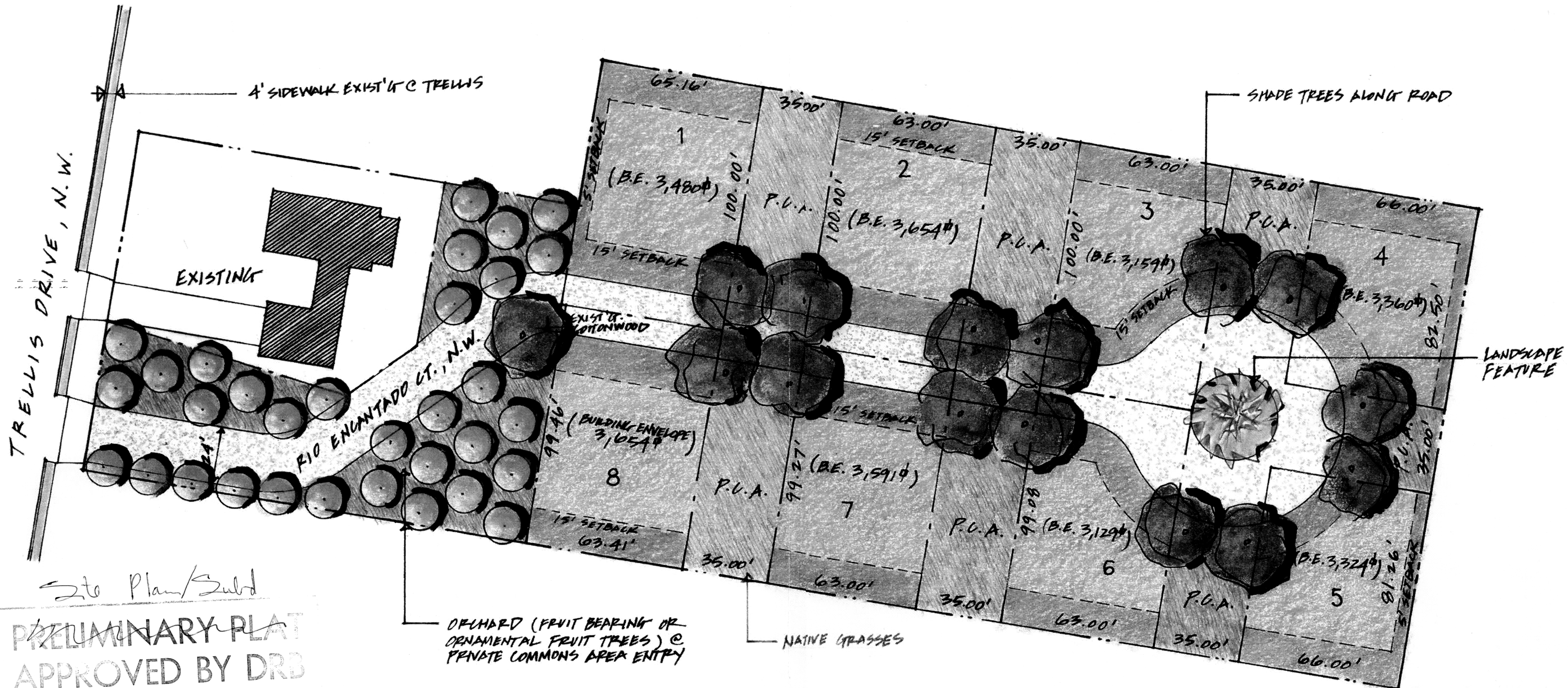
This instrument was acknowledged before me on October \_\_\_\_\_ 2002, by Jay Rembe, Managing Member, of Trellis Partners, L.L.C., a New Mexico limited liability company.

WITNESS my hand and official seal.

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

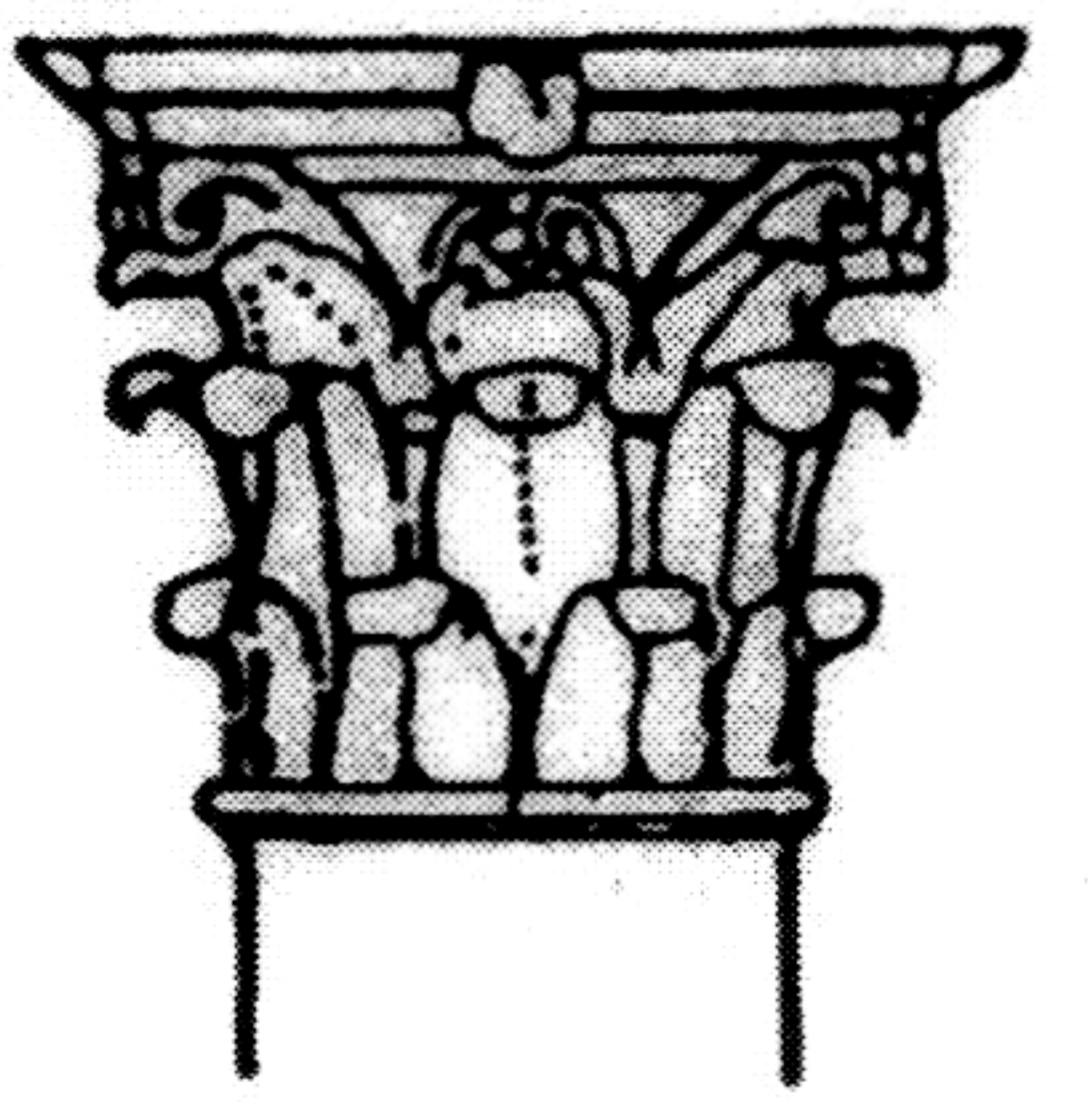
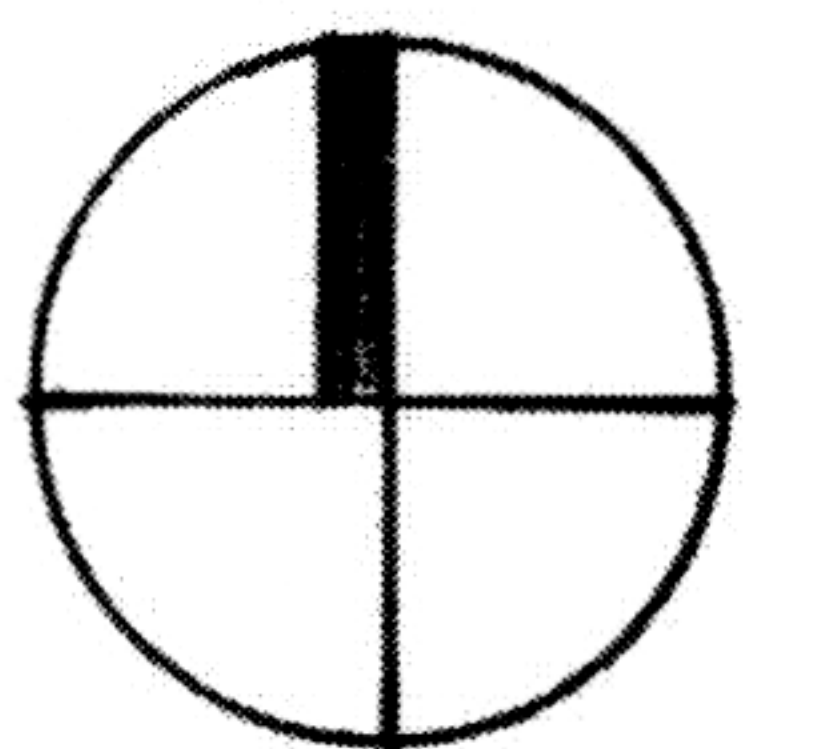
My Commission Expires:  
\_\_\_\_\_

H:\REMBE\Trellis Partners\jam\legaldoc\restrictions.doc\October 18, 2002



Site Plan/Subd  
~~PRELIMINARY~~ PLAT  
 APPROVED BY DRD  
 ON 10/2/02  
 Del PL  
 N

**Site Development Plan for Subdivision**  
 September 24, 2002



CHRISTOPHER L. CALOTT  
 Architect, AIA  
 Architecture/Urban Design

**LA TIERRA QUE CANTA**

A Private Commons Development Subdivision  
 Albuquerque, Bernalillo County, New Mexico

1405 Roma NW  
 Albuquerque  
 New Mexico 87104  
 505.842.8647  
 ChrisCalott@AOL.com

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**SITE DEVELOPMENT PLAN  
FOR SUBDIVISION CHECKLIST**

This checklist will be used by the Planning Department to verify the completeness of site plans submitted for review by the Environmental Planning Commission (EPC). Since development proposals vary in type and scale, there may be application requirements that are not included here and others that may not be necessary. Nonetheless, it is the applicant's responsibility to provide a complete submittal. The EPC will not consider incomplete submittals. Incomplete submittals run the risk of not being scheduled for hearing until they are made complete. Site development plans should ordinarily be composed of the following plan sheets:

1. **Site Plan (required)**
2. **Design requirements for future site development plans for building permit (optional, but STRONGLY recommended)**

The following checklist describes the minimum information necessary for each sheet. Most of the site plan requirements for *Sheet #1* are taken from the definition for "SITE DEVELOPMENT PLAN" as outlined in the Zoning Code (§ 14-16-1-1 et. seq.). **The Applicant shall include and check off all items shown on the site plan or write in "n/a" if not applicable.**

**Accompanying Material**

- A. Fee payment
- B. Complete application
- C. Written Summary of Request
- D. 8-1/2" x 11" reductions

**SHEET # 1 – SITE PLAN (Required)**

- 1. Scale: at least 1" = 100'
- 2. Bar Scale
- 3. North Arrow
- 4. Scaled Vicinity Map
- 5. The Site (property lines)
- 6. Proposed Use(s)
- 7. Pedestrian Ingress and Egress (Access)
- 8. Vehicular Ingress and Egress (Access)
- 9. Any Internal Circulation Requirements
- 10. For each lot:
  - a. Maximum Building Height
  - b. Minimum Building Setback
  - c. Maximum Total Dwelling Units and / or
  - d. Nonresidential Uses' Maximum Floor Area Ratio (F.A.R.)

§ 16  
§ 17  
§ 18  
§ 19

**SHEET #2 – DESIGN REQUIREMENTS FOR FUTURE SITE DEVELOPMENT  
PLANS FOR BUILDING PERMIT (Optional, but STRONGLY  
recommended)**

- \_\_\_ 1. Overall Design Theme and Land Use Concept
- \_\_\_ 2. Off-Street Parking Requirements and Design (Automobile and Bicycle)
- \_\_\_ 3. Street Design
- \_\_\_ 4. Transit Facilities (benches, shelters, pedestrian connections, etc.)
- \_\_\_ 5. Landscape Design Requirements (plant list, buffer areas, locations, amounts, etc.)
- \_\_\_ 6. Architectural Design Requirements (façade elements, massing, colors, materials, etc.)
- \_\_\_ 7. Signage Design Requirements (face area, colors, materials, maximum height, etc.)
- \_\_\_ 8. Lighting Design Requirements (type, locations, colors materials, maximum height, etc.)
- \_\_\_ 9. Pedestrian Amenities (walkways, plazas, shade structures, etc.)

ONE STOP SHOP ••• FRONT COUNTER  
City of Albuquerque • Planning Department

DEVELOPMENT & BUILDING SERVICES (D&B Svcs)  
LAND DEVELOPMENT COORDINATION DIVISION (LDC)  
Plaza Del Sol -2nd Floor West - 600 2nd St NW  
Land Development / Planning - Main Fax (505) 924-3685  
Development Services / Public Works - Main Fax (505) 924-3864

### PAID RECEIPT

**APPLICANT NAME** INFILL SOLUTIONS LLC

**AGENT** WAY JOHN SURVEYING INC

**ADDRESS** 330 LOUISIANA BLVD, NE

**PROJECT NO.** 1002094

**APPLICATION NO.** 020RB-01452

\$ 385<sup>00</sup> 441006 / 4983000 (DRB Cases)  
\$ \_\_\_\_\_ 441006 / 4971000 (EPC & AA / LUCC / Appeals)  
\$ \_\_\_\_\_ 441018 / 4971000 (Notification)

---

\$ 385<sup>00</sup> **Total amount due**

\*\*\*DUPLICATE\*\*\*  
City Of Albuquerque  
Treasury Division

09/23/2002 4:57PM LOC: ANEX  
RECEIPT# 00027772 WSH 006 TRANS# 0058  
Account 441006 Fund 0000  
Activity 4983000 TRSKIM  
Trans Amt 7/1/02 \$385.00  
J24 Misc \$385.00  
CK \$0.00

INFRASTRUCTURE LIST

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Date Submitted: \_\_\_\_\_

Date Site Plan Approved: \_\_\_\_\_

Date Preliminary Plat Approved: \_\_\_\_\_

Date Preliminary Plat Expires: \_\_\_\_\_

DRB Project No.: 1002094

DRB Application No.: 02 DRB-0392

**ORIGINAL**

LA TIERRA QUE CANTA

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOT A, ALVARADO GARDENS UNIT 2

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

*WOT*

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		550ft	FORCE MAIN SEWER 2" LINE	RIO ENCANTADO	TRELLIS	CULDESAC END	1	1	1
		8 EA	GRINDER PUMP	EA. RESIDENCE		EAST P.L. CULDESAC END	1	1	1
		550ft	6" WATER LINE	RIO ENCANTADO	TRELLIS		1	1	1
		8 EA	WATER METERS	EA. RESIDENCE			1	1	1
		1 EA	MANHOLE INSTALL.	TRELLIS			1	1	1
		1 EA	WATER VALVE	RIO ENCANTADO			1	1	1
		1 EA	FIRE HYDRANT	RIO EN CANTADO			1	1	1
		679ft	GRAVEL ROAD 24' WIDE	RIO ENCANTADO	TRELLIS	CULDESAC. END	1	1	1
		8 EA	PRIVATE SEWER CONNECTIONS	RIO ENCANTADO			1	1	1

SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
8 EA	PRIVATE WATER CONNECTIONS	RIO ENCANTADO		

Private Inspector	City Inspector	City Cnst Engineer
1	1	1
1	1	1
1	1	1
1	1	1

NOTES

- 1 WATER, SEWER AND ROADWAY IMPROVEMENTS TO OCCUR SIMULTANEOUSLY
- 2 GRADING AND DRAINAGE CERTIFICATION REQUIRED FOR RELEASE OF FINANCIAL GUARANTEE AND SIA
- 3

AGENT / OWNER      DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

THOMAS D. JOHNSTON (AGENT)  
NAME (print)

TGC ENGINEERING INC. (AGENT)  
FIRM

*[Signature]*  
SIGNATURE - date

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: \_\_\_\_\_

CHAIR - date  
 TRANSPORTATION DEVELOPMENT - date  
 UTILITY DEVELOPMENT - date  
 CITY ENGINEER - date

\_\_\_\_\_  
PARKS & GENERAL SERVICES - date  
 \_\_\_\_\_  
AMAFCA - date  
 \_\_\_\_\_ - date  
 \_\_\_\_\_ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

# City of Albuquerque



## DEVELOPMENT REVIEW APPLICATION

Supplemental form **S**

**SUBDIVISION**

Major Subdivision action

Minor Subdivision action

Vacation **V**

Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN** **P**

...for Subdivision Purposes

...for Building Permit

IP Master Development Plan

Cert. of Appropriateness (LUCC) **L**

Supplemental form **Z**

**ZONING**

Annexation & Zone Establishment

Sector Plan

Zone Change

Text Amendment

**APPEAL / PROTEST of...** **A**

Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICANT INFORMATION:**

NAME: TRELLIS PARTNERS LLC PHONE: 878-0008

ADDRESS: 7620 JEFFERSON ST NE FAX: 878-0001

CITY: ALBUQUERQUE STATE NM ZIP 87109 E-MAIL: JEMBER.MAESTAS@WAED.COM

Proprietary interest in site: OWNER

AGENT (if any): WAYJOHN SURVEYING, INC. PHONE: 255-2052

ADDRESS: 330 LOUISIANA BLVD NE FAX: 255-2887

CITY: ALBUQUERQUE STATE NM ZIP 87108 E-MAIL: WAYJOHN.SURVEY@GOL.COM

DESCRIPTION OF REQUEST: MINOR SUBDIVISION FOR A PRIVATE COMMON DEVELOPMENT - 1 LOT INTO 9 LOTS PRELIMINARY PLAT APPROVAL

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. A Block: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdiv. / Addn. ALVARADO GARDENS UNIT 2

Current Zoning: P-A-2 Proposed zoning: SAME

Zone Atlas page(s): G-12 No. of existing lots: 1 No. of proposed lots: 9

Total area of site (acres): 2.2396 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits?  Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. 1-012-060-314-272-10137 MRGCD Map No. \_\_\_\_\_

LOCATION OF PROPERTY BY STREETS: On or Near: TRELLIS ST NW

Between: CAMPBELL RD NW and ORO VISTA NW

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_Z\_, V\_, S\_, etc.): SP-78-134

ZA-78-16 02DRB-01069 (Sketch)

Check-off if project was previously reviewed by Sketch Plat/Plan  or Pre-application Review Team . Date of review: 7/24/02

SIGNATURE [Signature] DATE \_\_\_\_\_

(Print) THOMAS D. JOHNSTON  Applicant  Agent

Form revised September 2001

**FOR OFFICIAL USE ONLY**

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>02DRB - 01392</u>	<u>PP</u>	<u>2(3)</u>	<u>\$ 775.00</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Hearing date <u>Sept. 18<sup>th</sup> 02</u>			Total <u>\$ 775.00</u>

B. Johnston 9-10-02  
Planner signature / date

Project # 1002094



**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

**SKETCH PLAT REVIEW AND COMMENT**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. Sketches are not reviewed through internal routing.
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION EXTENSION OF PRELIMINARY PLAT**

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Copy of previous D.R.B. approved infrastructure list
- Copy of the Official D.R.B. Notice of approval
- Any original and/or related file numbers are listed on the cover application

**Extensions are not reviewed through internal routing.**

Extension of preliminary plat approval expires after one year.

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
- Property owner's and City Surveyor's signatures on the Mylar drawing
- SIA financial guaranty verification
- Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MINOR SUBDIVISION PRELIMINARY / FINAL PLAT APPROVAL**

- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
- Property owner's and City Surveyor's signatures on the Mylar drawing
- Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**AMENDMENT TO PRELIMINARY PLAT (with minor changes)**

**AMENDMENT TO INFRASTRUCTURE LIST (with minor changes)**

**AMENDMENT TO GRADING PLAN (with minor changes)**

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Original Mylar drawing of the proposed amended plat for internal routing only. Otherwise, bring Mylar to meeting.
- Property owner's and City Surveyor's signatures on the Mylar drawing, if the plat is being amended
- Any original and/or related file numbers are listed on the cover application

Amended preliminary plat approval expires after one year.

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

THOMAS D. JOHNSTON (AGENT)  
Applicant name (print)

[Signature]  
Applicant signature / date



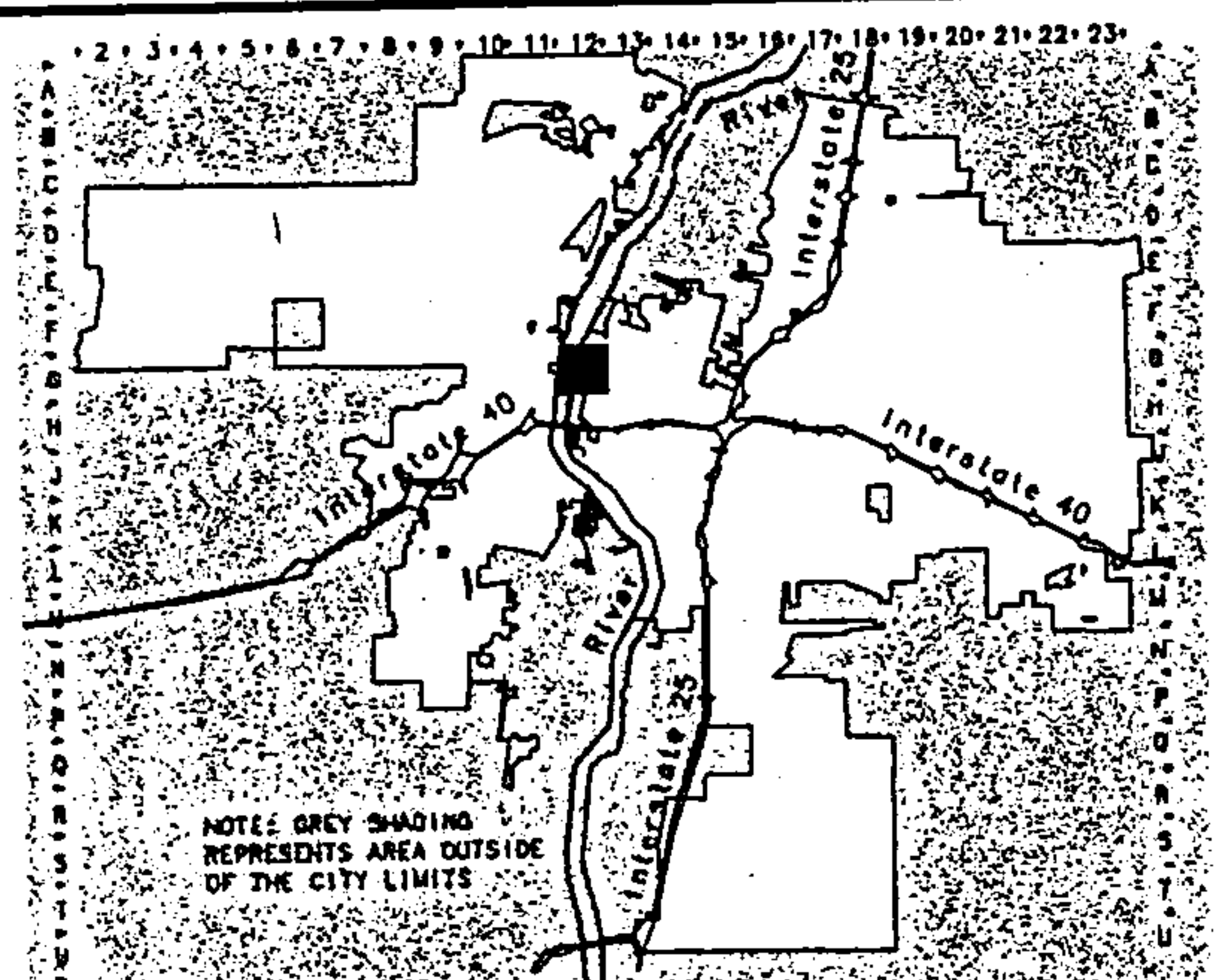
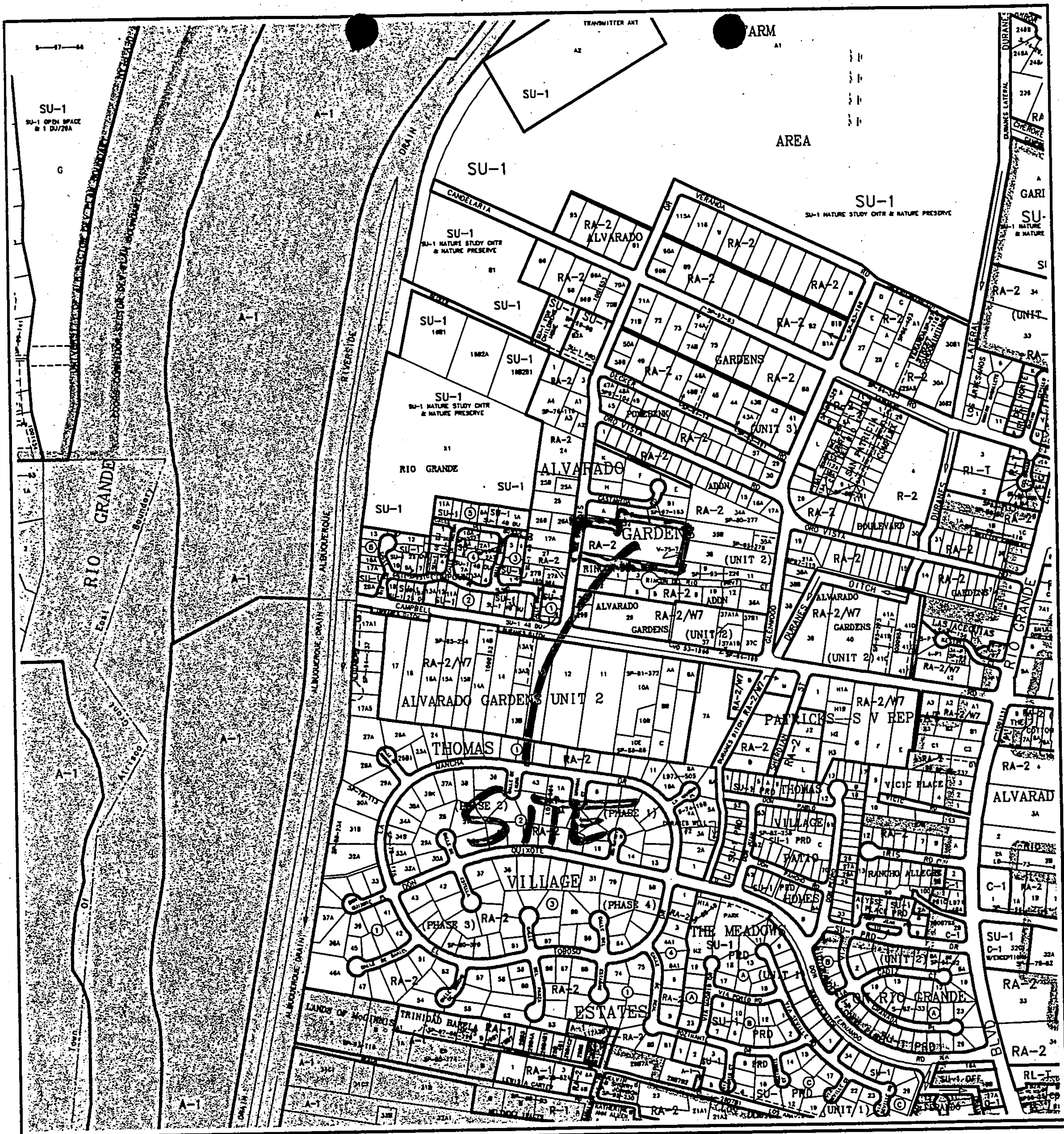
Form revised September 2001

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
02DRB - 01392  
 \_\_\_\_\_ - \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_

[Signature] 9-10-02  
Planner signature / date

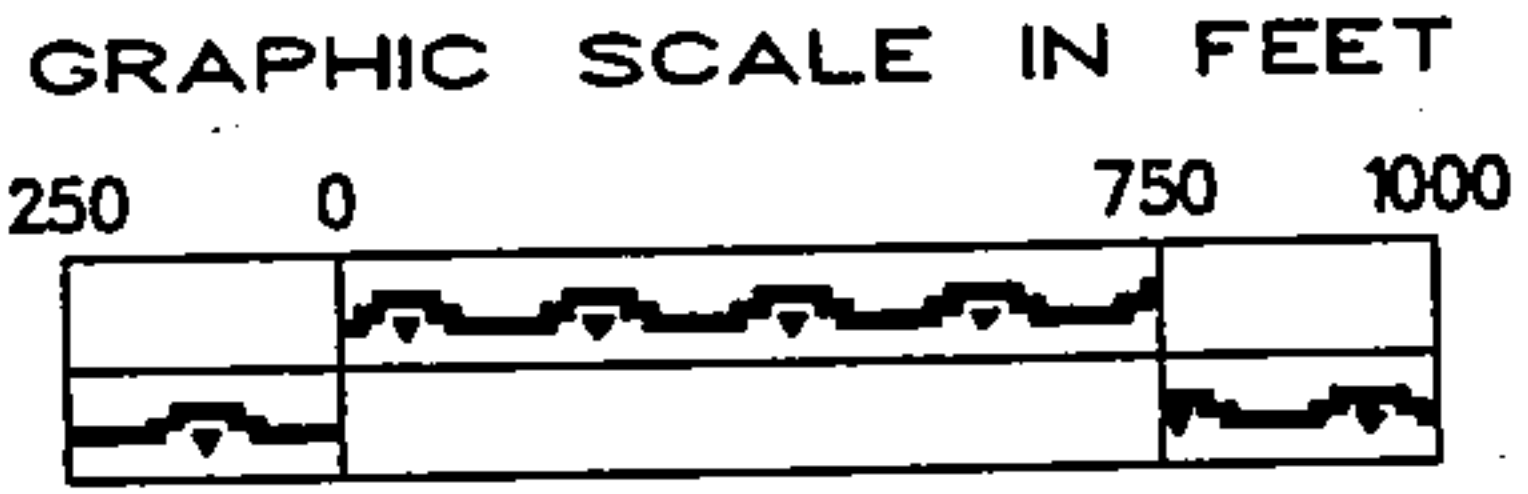
Project # 1002094



NOTES: GREY SHADING REPRESENTS AREA OUTSIDE OF THE CITY LIMITS



CITY OF  
Albuquerque  
A b u e r q u e G e o g r a p h i c I n f o r m a t i o n S y s t e m  
PLANNING DEPARTMENT  
© Copyright 2002



Zone Atlas Page

**G-12-Z**

Map Amended through April 03, 2002

Wayjohn Surveying, Inc. ♦ 330 Louisiana Blvd., N.E. ♦ Albuquerque, NM 87108  
Phone: (505) 255-2052 Fax: (505) 255-2887

September 9, 2002

City of Albuquerque  
Plaza Del Sol Building  
600 2<sup>nd</sup> Street, NW  
Albuquerque, NM 87102

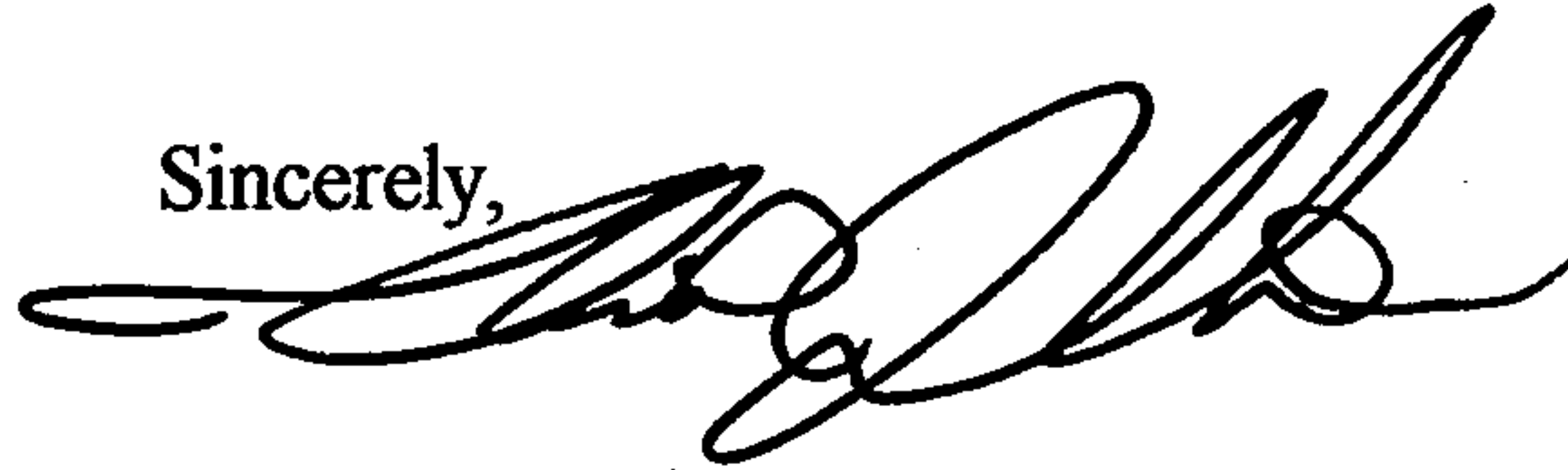
RE: Replat of Lot A, Alvarado Gardens Unit 2

To Whom It May Concern:

My client, Infill Solutions LLC, desires to replat Lot A of Alvarado Gardens Unit 2 into nine lots, and to create a private commons development. The parcel currently has one residence, which is located in the front. My client desires to divide the property so that a gravel road may be put into place. We would like to investigate the feasibility of this configuration. We understand that this submittal will require a DRC Work Order.

If you have any questions regarding this matter, please give me a call.

Sincerely,



Thomas D. Johnston, PS

ONE STOP SHOP ••• FRONT COUNTER  
City of Albuquerque • Planning Department

DEVELOPMENT & BUILDING SERVICES (D&B Svcs)  
LAND DEVELOPMENT COORDINATION DIVISION (LDC)  
Plaza Del Sol -2nd Floor West - 600 2nd St NW  
Land Development / Planning - Main Fax (505) 924-3685  
Development Services / Public Works - Main Fax (505) 924-3864

**PAID RECEIPT**

**APPLICANT NAME** Trellis Pctrs. LLC.  
**AGENT** WAYJOHN SURV. INC.  
**ADDRESS** 330 LOUISIANA BLVD. NE.  
**PROJECT NO.** 1002094  
**APPLICATION NO.** 02DRB-01392

\$ 775 441006 / 4983000 ((DRB) Cases)  
\$ \_\_\_\_\_ 441006 / 4971000 (EPC & AA / LUCC / Appeals)  
\$ \_\_\_\_\_ 441018 / 4971000 (Notification)  
  
\$ 775<sup>00</sup> **Total amount due**

**WAYJOHN SURVEYING, INC.**  
11108 HUME AVE. NE. 505-255-2052  
ALBUQUERQUE, NM 87112

10152

95-32-1070

DATE 9/10/2002

PAY TO THE ORDER OF

CITY OF ALBUQUERQUE

\$ 775.00

SEVEN HUNDRED SEVENTY FIVE AND NO/100

DOLLARS

**Bank of America.**

ACH R/T 107000327

FOR DRB SUBMITAL TRELLIS

*[Signature]*  
City of Albuquerque  
Secretary

⑈010152⑈ ⑈107000327⑈ 0001233863717⑈002

9:46AM

LOC: ANEX

Account 441006 Fund 0000  
Activity 4983000 TRSKDM  
Trans Amt \$775.00  
J24 Misc 7/1/02 \$775.00  
CK \$775.00  
CHANGE \$0.00

# City of Albuquerque



## DEVELOPMENT REVIEW APPLICATION

Supplemental form S

**SUBDIVISION**

Major Subdivision action

Minor Subdivision action

Vacation

Variance (Non-Zoning)

Supplemental form Z

**ZONING**

Annexation & Zone Establishment

Sector Plan

Zone Change

Text Amendment

**SITE DEVELOPMENT PLAN**

...for Subdivision Purposes

...for Building Permit

IP Master Development Plan

Cert. of Appropriateness (LUCC) L

Supplemental form A

**APPEAL / PROTEST of...**

Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICANT INFORMATION:**

NAME: INFILL SOLUTIONS LLC (CHRIS CALLOTT) PHONE: 842-8647

ADDRESS: 1405 ROMA AVENUE NW FAX: \_\_\_\_\_

CITY: ALBUQUERQUE STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNER

AGENT (if any): WAYJOHN SURVEYING INC. PHONE: 255-2052

ADDRESS: 330 LOUISIANA BLVD NE FAX: 255-2807

CITY: ALBUQUERQUE STATE NM ZIP 87108 E-MAIL: WAYJOHN@WAYJOHN.COM

DESCRIPTION OF REQUEST: SKETCH PLAN FOR PRIVATE COMMONS DEVELOPMENT

Is the applicant seeking incentives pursuant to the Family Housing Development Program? Yes  No

**SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. A Block: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdiv. / Addn. ALVARADO GARDENS UNIT 2

Current Zoning: R-A-2 Proposed zoning: SAME

Zone Atlas page(s): G-12 No. of existing lots: 1 No. of proposed lots: 9

Total area of site (acres): 2.2396 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits?  Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. 101206031427210137 MRGCD Map No. \_\_\_\_\_

LOCATION OF PROPERTY BY STREETS: On or Near: TRELLIS DR. NW

Between: CAMPBELL RD NW and ORO VISTA NW

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): SP-78-134

EA-78-16

Check-off if project was previously reviewed by Sketch Plan  or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Print) THOMAS D. JOHNSTON Applicant  Agent

Form revised September 2001

**FOR OFFICIAL USE ONLY**

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>02000</u> - <u>01069</u>	<u>Sketch</u>	<u>23</u>	\$ <u>0</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Hearing date <u>JULY 24<sup>TH</sup> 02</u>			Total \$ <u>0</u>

B. Barber 7/16/02  
Planner signature / date

Project # 1002094

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

**SKETCH PLAT REVIEW AND COMMENT**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. Sketches are not reviewed through internal routing.
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION EXTENSION OF PRELIMINARY PLAT**

- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Copy of previous D.R.B. approved infrastructure list
  - Copy of the Official D.R.B. Notice of approval
  - Any original and/or related file numbers are listed on the cover application
- Extensions are not reviewed through internal routing.**  
 Extension of preliminary plat approval expires after one year.  
 DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
  - Property owner's and City Surveyor's signatures on the Mylar drawing
  - SIA financial guaranty verification
  - Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**MINOR SUBDIVISION PRELIMINARY / FINAL PLAT APPROVAL**

- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
  - Property owner's and City Surveyor's signatures on the Mylar drawing
  - Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
  - Fee (see schedule)
  - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

**AMENDMENT TO PRELIMINARY PLAT (with minor changes)**

**AMENDMENT TO INFRASTRUCTURE LIST (with minor changes)**

**AMENDMENT TO GRADING PLAN (with minor changes)**

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
  - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
  - Letter briefly describing, explaining, and justifying the request
  - Original Mylar drawing of the proposed amended plat for internal routing only. Otherwise, bring Mylar to meeting.
  - Property owner's and City Surveyor's signatures on the Mylar drawing, if the plat is being amended
  - Any original and/or related file numbers are listed on the cover application
- Amended preliminary plat approval expires after one year.  
 DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

THOMAS D. JOHNSTON

Applicant name (print)

[Signature] 2/15/02

Applicant signature / date

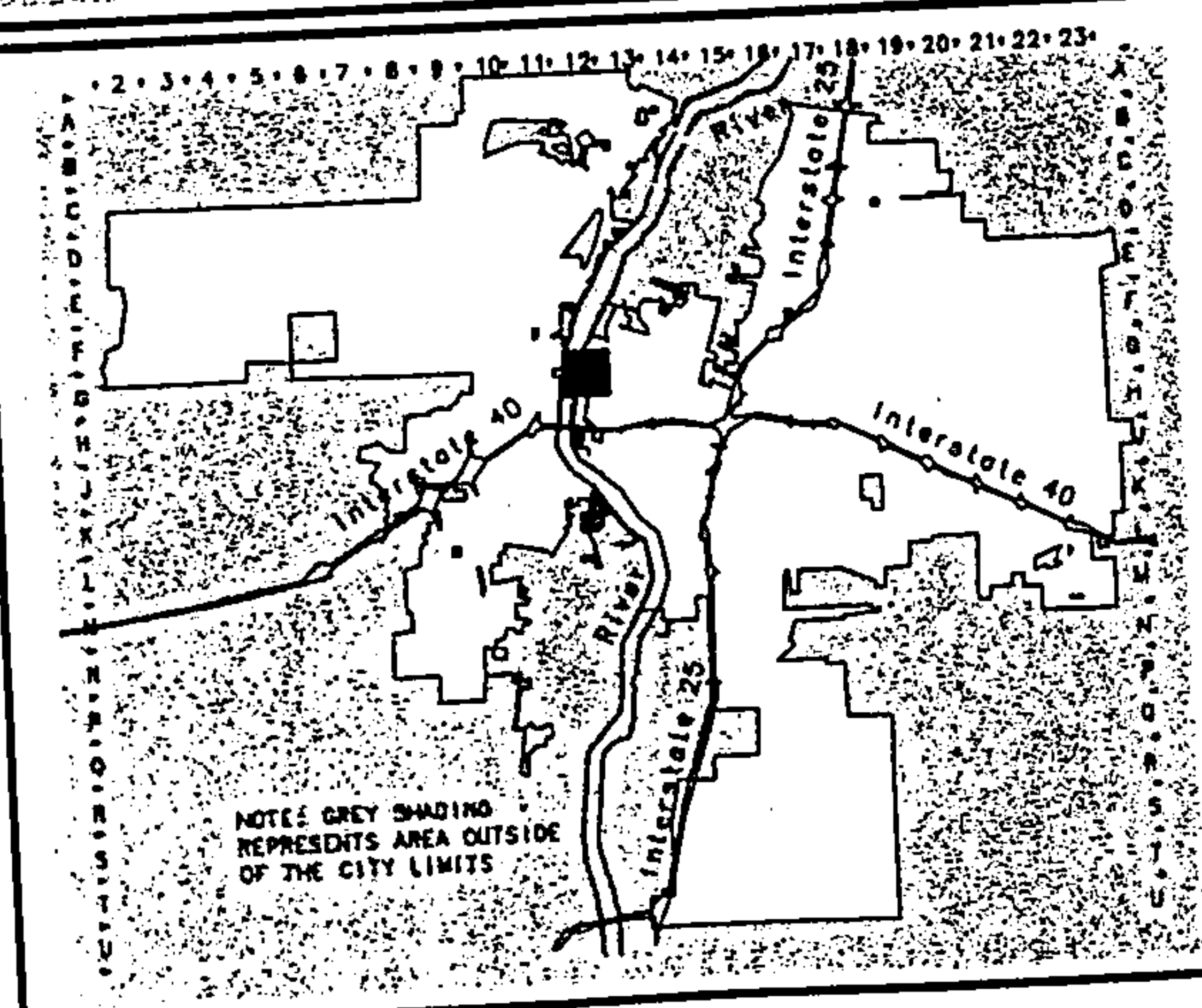
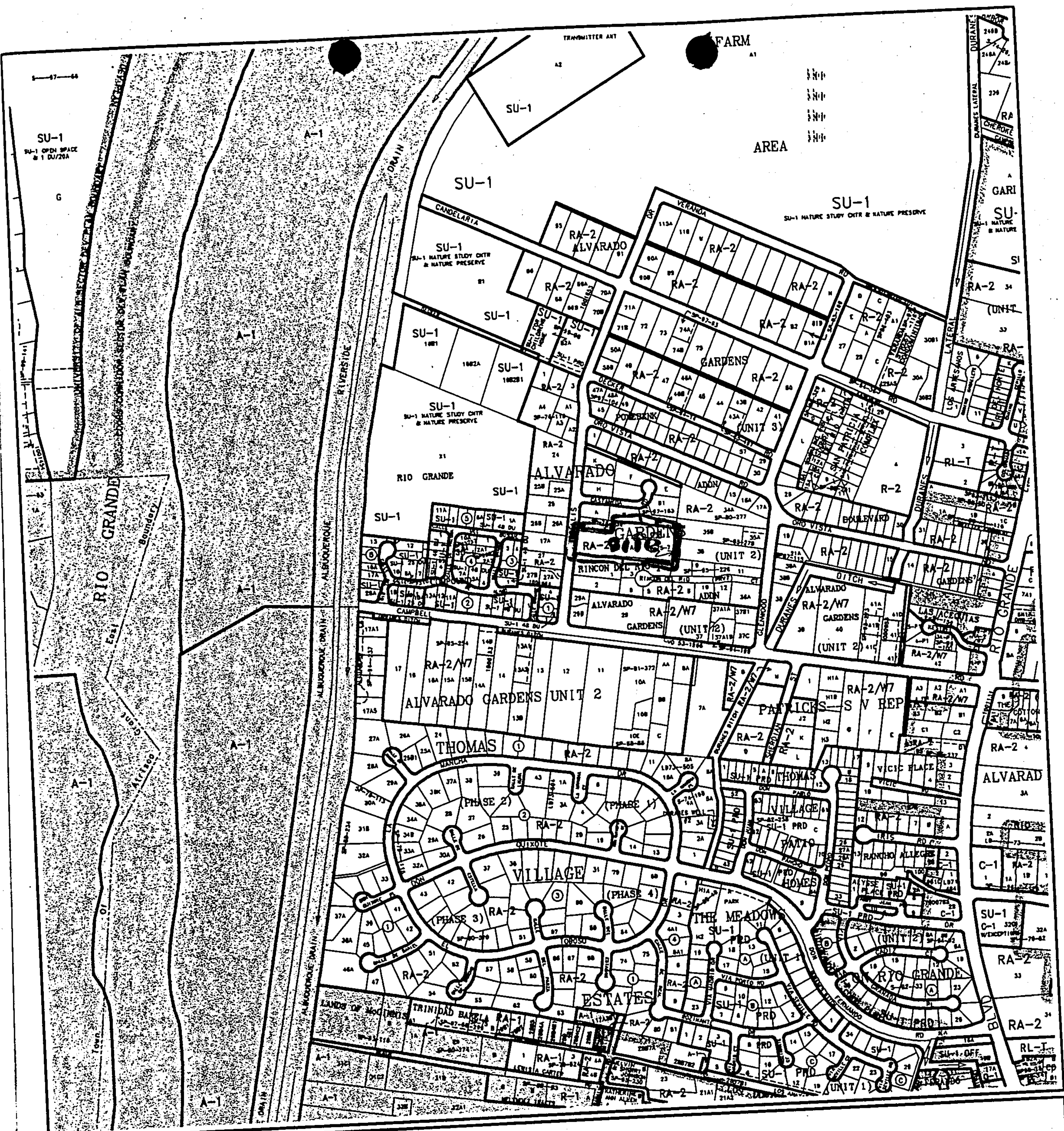
Form revised September 2001



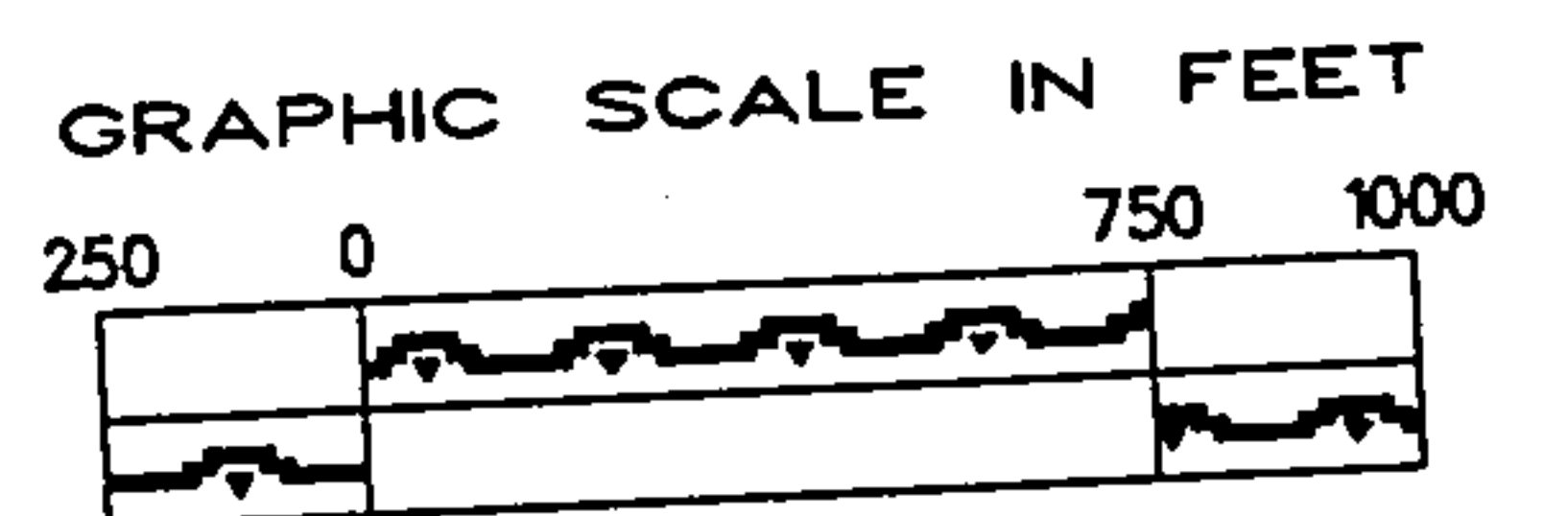
- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
02DRB - 01069

B. Berbert 7/16/02  
 Planner signature / date  
**Project # 1002094**



CITY OF  
Albuquerque  
A Geographic Information System  
PLANNING DEPARTMENT  
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Zone Atlas Page  
**G-12-Z**  
Map Amended through April 03, 2002

Wayjohn Surveying, Inc. ♦ 330 Louisiana Blvd., N.E. ♦ Albuquerque, NM 87108  
Phone: (505) 255-2052 Fax: (505) 255-2887

July 15, 2002

City of Albuquerque  
Plaza Del Sol Building  
600 2<sup>nd</sup> Street, NW  
Albuquerque, NM 87102

RE: Replat of Lot A, Alvarado Gardens Unit 2

To Whom It May Concern:

My client, Infill Solutions LLC, desires to replat Lot A of Alvarado Gardens Unit 2 into nine lots, and to create a private commons development. The parcel currently has one residence, which is located in the front. My client desires to divide the property so that a gravel road may be put into place. We would like to investigate the feasibility of this configuration. We would also like to determine if this submittal will be a minor or a major subdivision.

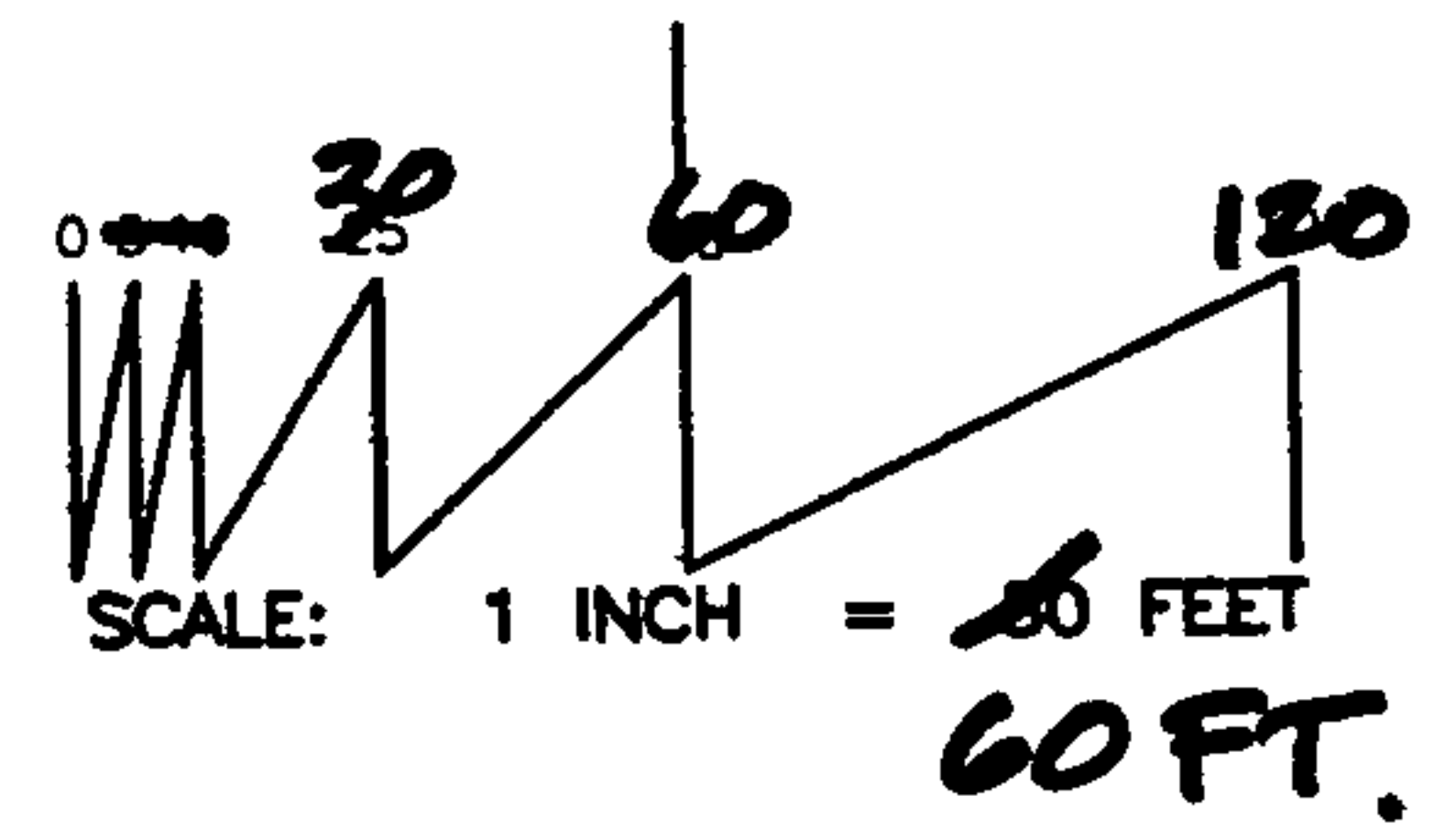
If you have any questions regarding this matter, please give me a call.

Sincerely,



Thomas D. Johnston, PS





SANITARY SEWER  
MANHOLE  
RM EL: 4982.56  
NW N: 4955.17  
NW E: 4955.19  
NW E: 4955.20

EXISTING CONDITIONS - LA TIERRA QUE CANTA

TRELLIS DRIVE, N.W.  
(60' R.O.W.)

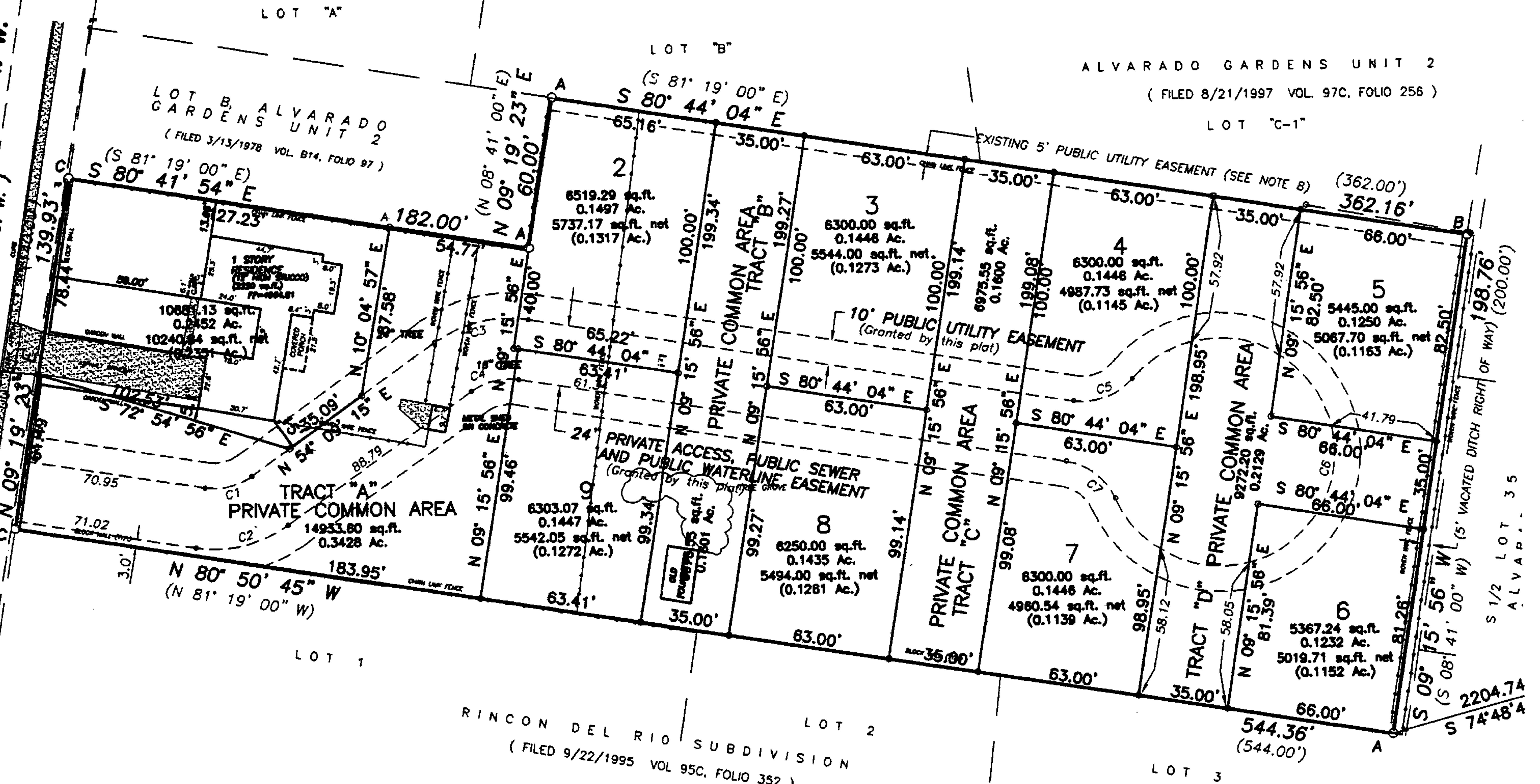
ALVARADO GARDENS UNIT 2  
(FILED 3/12/1946 VOL. C1, FOLIO 24)

ALVARADO GARDENS UNIT 2  
(FILED 8/21/1997 VOL. 97C, FOLIO 256)

SANITARY SEWER  
MANHOLE  
RM EL: 4961.76  
NW N: 4955.31  
NW E: 4955.47

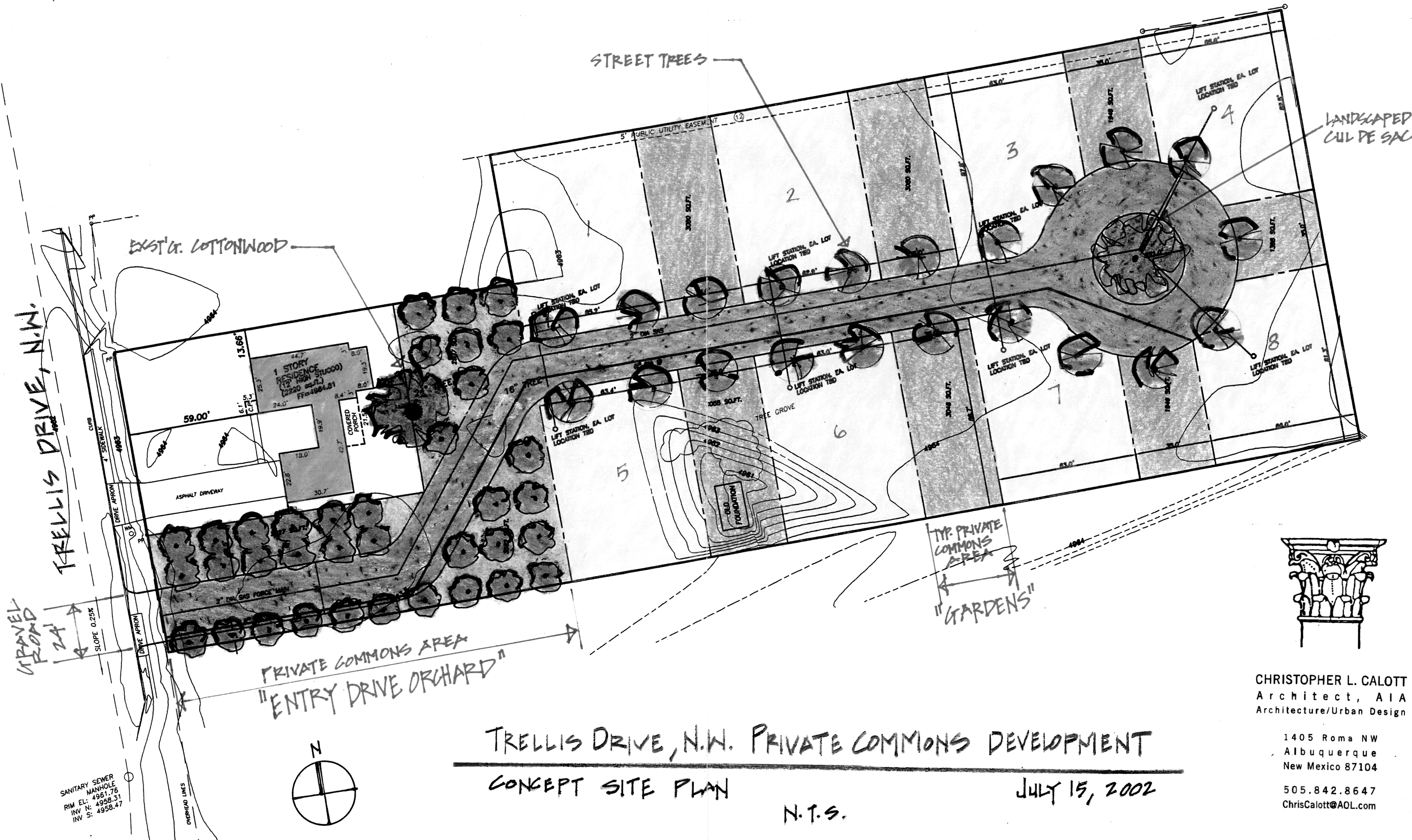
T CURVE DATA

45°00'00"	19.63
45°00'00"	38.48
45°06'41"	38.58



RINCON DEL RIO SUBDIVISION  
(FILED 9/22/1995 VOL. 95C, FOLIO 352)

S 1/2 LOT 3.5  
ALVARADO



TRELLIS DRIVE, N.W.  
GRAVEL ROAD  
24'  
SLOPE 0.25%

EXIST'G. COTTONWOOD

STREET TREES

LANDSCAPED CUL DE SAC

PRIVATE COMMONS AREA  
"ENTRY DRIVE ORCHARD"

TYP. PRIVATE COMMONS AREA  
"GARDENS"



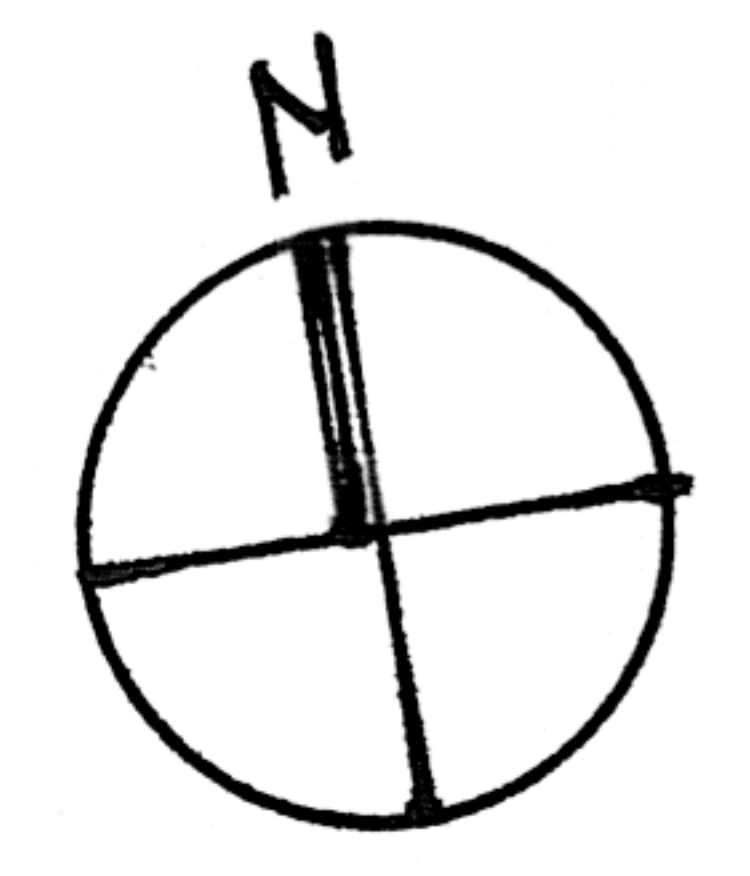
TRELLIS DRIVE, N.W. PRIVATE COMMONS DEVELOPMENT

CONCEPT SITE PLAN

N.T.S.

JULY 15, 2002

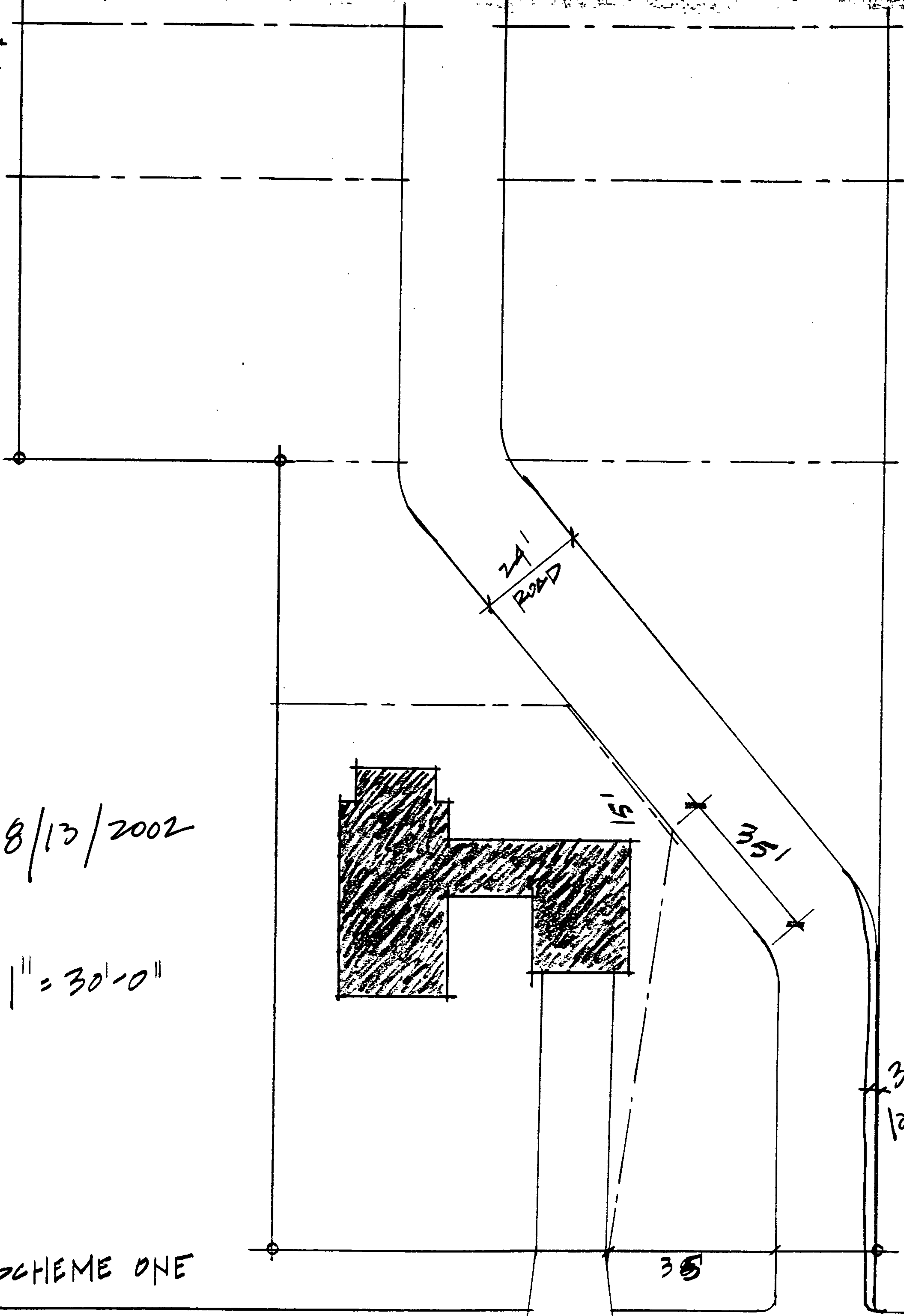
SANITARY SEWER MANHOLE  
RIM EL: 4951.76  
INV N: 4958.31  
INV S: 4958.47



CHRISTOPHER L. CALOTT  
Architect, AIA  
Architecture/Urban Design

1405 Roma NW  
Albuquerque  
New Mexico 87104

505.842.8647  
ChrisCalott@AOL.com

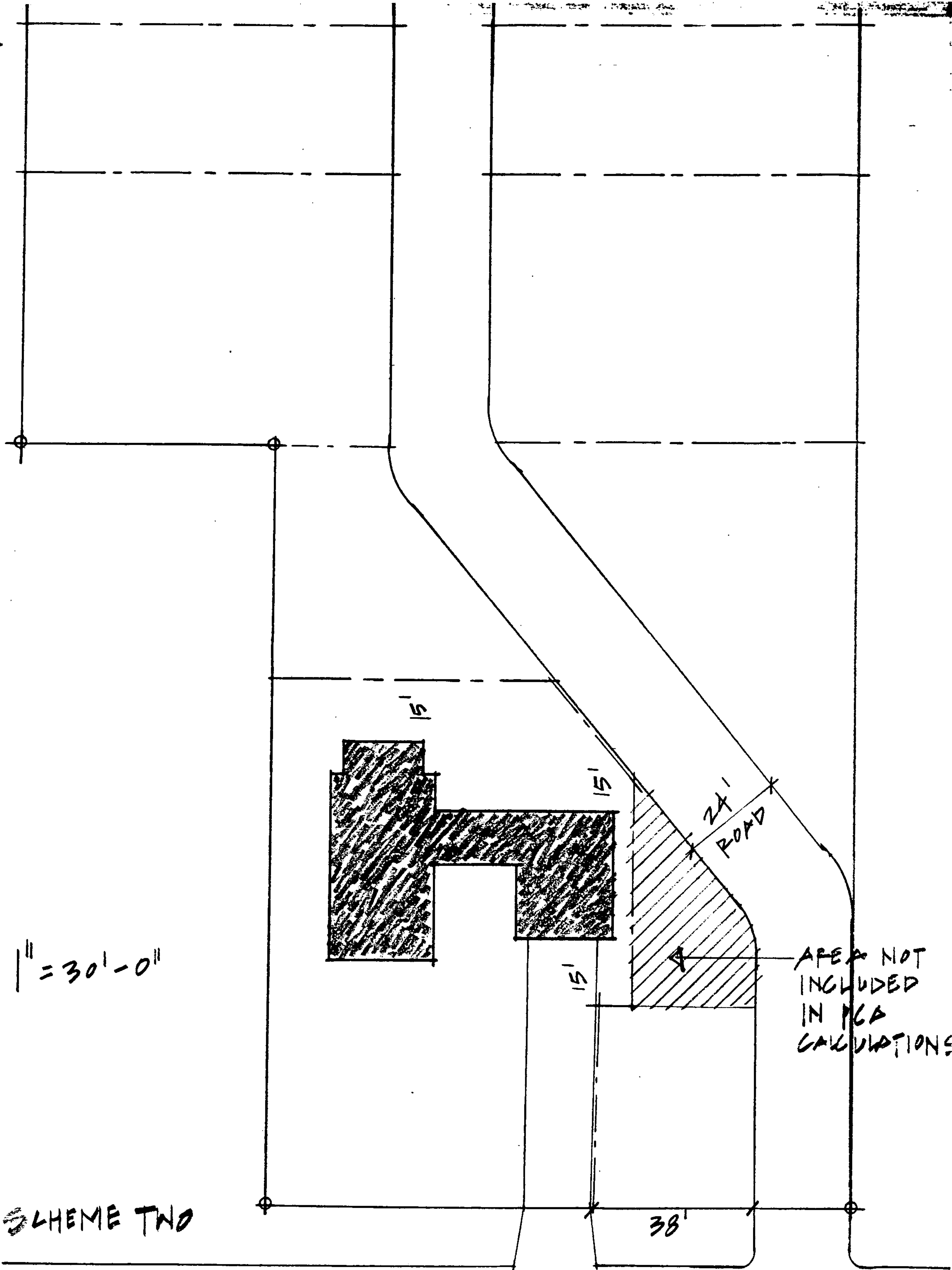


8/13/2002

1" = 30'-0"

SCHEME ONE

TRELLIS

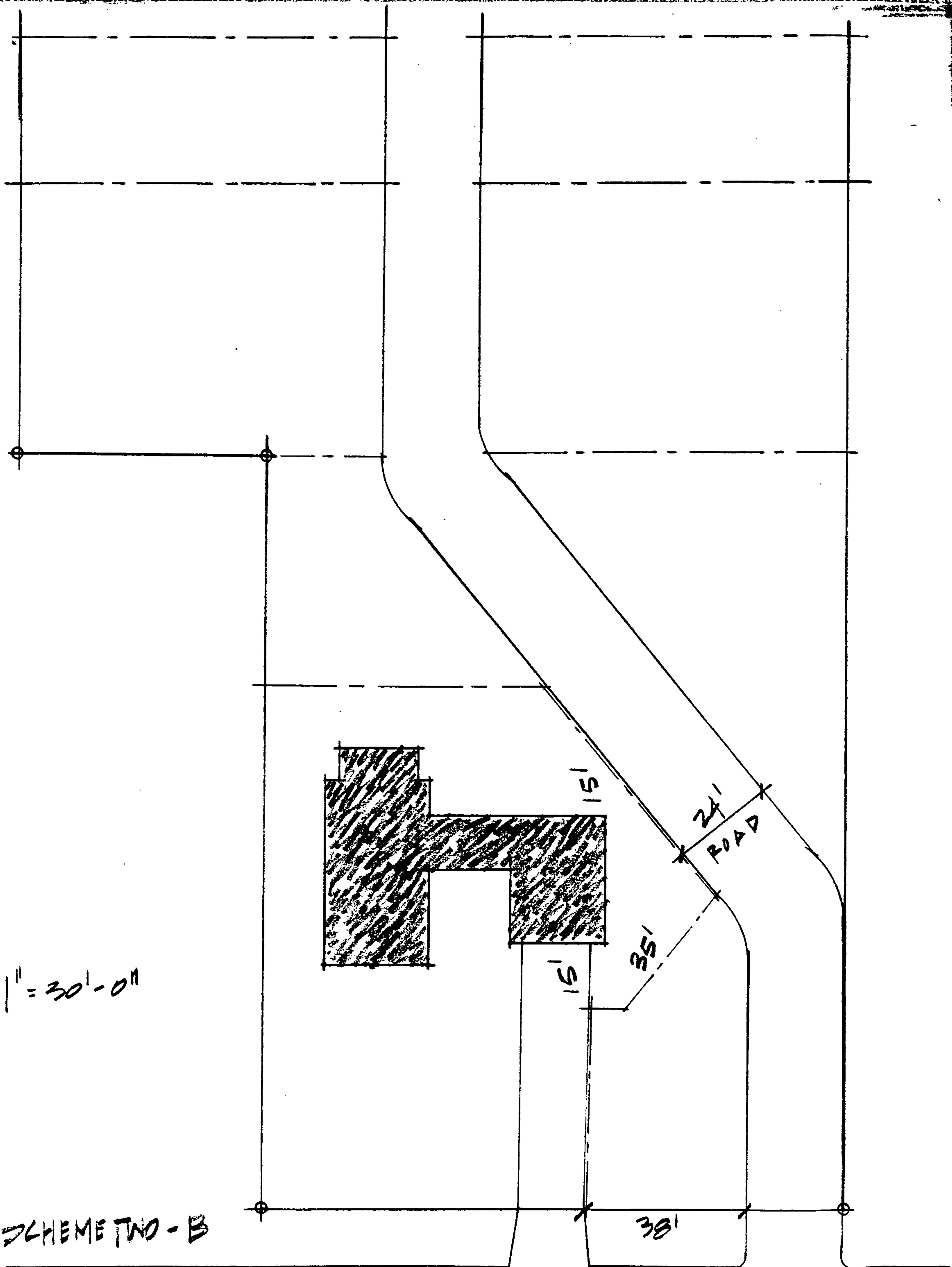


1" = 30'-0"

AREA NOT INCLUDED IN PCA CALCULATIONS

SCHEME TWO

TRELLIS



1" = 30'-0"

SCHEME TWO - B

T R E L L I S

City of Albuquerque  
Planning Department  
505-924-3900 (main number)  
505-924-3864 (fax number)  
Development and Building Services (One Stop Shop)  
Plaza Del Sol Building, 2<sup>nd</sup> Floor  
600 2<sup>nd</sup> Street NW  
Albuquerque, NM 87102

**City of Albuquerque  
Planning Dept.  
Dev. & Bldg. Svcs.**

# Fax

**To:** Jay Rembe **From:** Janet Cunningham-Stephens

**Copies to:**

**Fax:** 878-0002 **Pages Sent:** (including this page)

**Phone:** **Date:** 8/1/02

**Time:** (10:18 a.m.)

Urgent  For Review  Please Comment  Please Reply  Please Recycle

**COMMENTS:**  
Copies of DRB sketch review comments (7/24/02)  
as per your request.

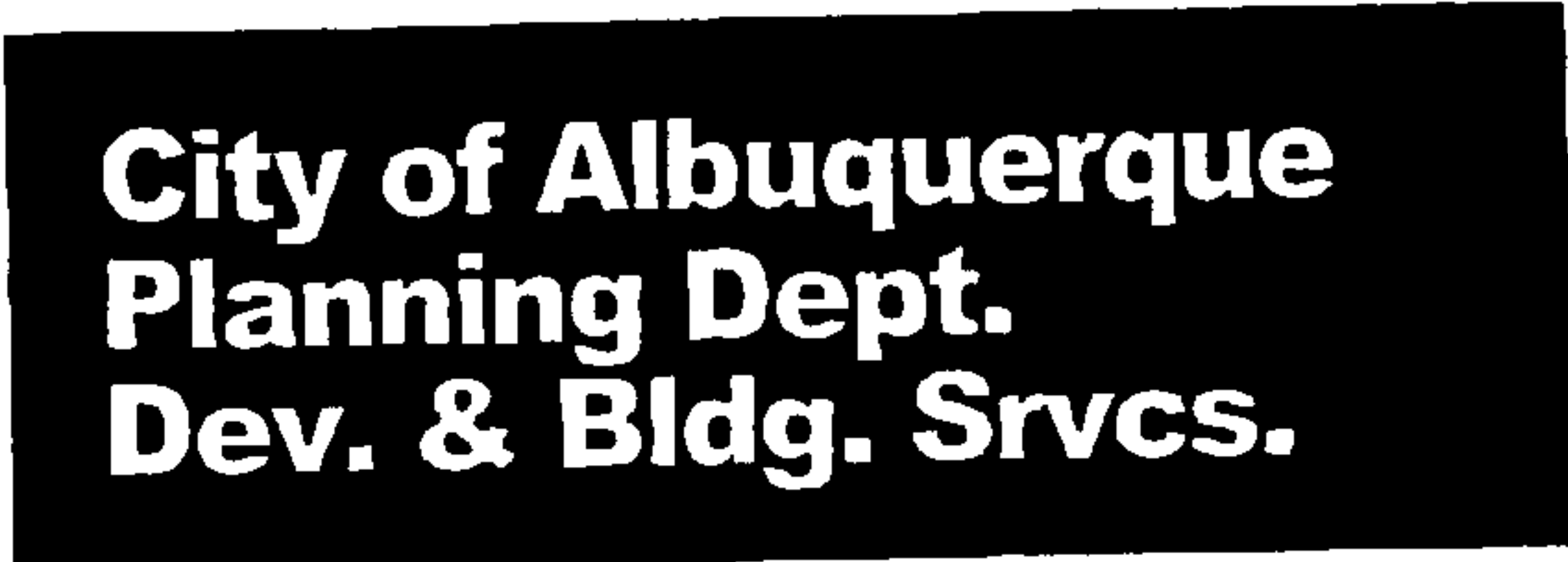
*Janet Cunningham-Stephens*

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 2635  
CONNECTION TEL 98780002  
SUBADDRESS  
CONNECTION ID  
ST. TIME 08/01 10:20  
USAGE T 01'32  
PGS. 5  
RESULT OK

City of Albuquerque  
Planning Department  
505-924-3900 (main number)  
505-924-3864 (fax number)  
Development and Building Services (One Stop Shop)  
Plaza Del Sol Building, 2<sup>nd</sup> Floor  
600 2<sup>nd</sup> Street NW  
Albuquerque, NM 87102



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COMMENTS: Copies of DRB sketch review comments (7/24/02)  
as per your request.

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 2636  
CONNECTION TEL 98780002  
SUBADDRESS  
CONNECTION ID  
ST. TIME 08/01 10:18  
USAGE T 01'32  
PGS. 5  
RESULT OK

City of Albuquerque  
Planning Department  
505-924-3900 (main number)  
505-924-3864 (fax number)  
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