

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

7. **Project# 1000319**  
11DRB-70164 MINOR - FINAL PLAT  
APPROVAL

BRASHER AND LORENZ INC agent(s) for INTERMOUNTAIN MANAGEMENT request(s) the above action(s) for all or a portion of Lot(s) 3 & 4, **JEFFERSON COMMONS II**, located on ON OFFICE BLVD NE BTWN SINGER & PAN AMERICAN WEST containing approximately 8.675 acre(s). **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO PLANNING TO DELETE ZONING NOTE 12 AND TO REVISED NOTE 14.**

8. **Project# 1008526**  
11DRB-70165 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL  
11DRB-70166 AMENDED SDP FOR  
SUBDIVISION

MARK GOODWIN AND ASSOCIATES, P.A. agent(s) for GARDENS HOWEOWNERS ASSOC., INC. request(s) the above action(s) for all or a portion of Lot(s) C6, **GARDENS ON THE RIO GRANDE**, zoned RA-1, located on LAGUNA SECA LN BETWEEN MOUNTAIN RD AND BIO PARK containing approximately 0.4154 acre(s). (J-12) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO PLANNING TO CLARIFY EASEMENTS AND FOR AGIS DXF.**

**NO ACTION IS TAKEN ON THESE CASES:  
APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

9. **Project# 1005029**  
11DRB-70163 SKETCH PLAT REVIEW  
AND COMMENT

ISAACSON & ARFMAN, PA agent(s) for C/O GARRETT DEVELOPMENT CORP. request(s) the above action(s) for all or a portion of Tract(s) B & J, **THE CROSSING**, zoned SU-2 FOR R-LT, located on TIERRA PINTADA BLVD NW WEST OF UNSER BLVD NW containing approximately 55.243 acre(s). (H-9) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE PROVIDED.**

10. Other Matters: None.

ADJOURNED: 10:10

HEARING DATE: 6-22-11 (EJF)

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**NO ACTION IS TAKEN ON THESE CASES:**  
**APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

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6. **Project# 1003883**  
10DRB-70292 SKETCH PLAT REVIEW  
AND COMMENT

TITAN DEVELOPMENT agent(s) for THAN TIBURON, LLC request(s) the above action(s) for all or a portion of Lot(s) 9A-1A-1, **JOURNAL CENTER PAHSE 2 UNIT 1**, zoned IP, located on MASTHEAD ST NE BETWEEN JEFFERSON ST NE AND TIBURON ST NE containing approximately 2.77 acre(s). [REF: ] (D-17) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE PROVIDED.**

7. **Project# 1003926**  
10DRB-70291 SKETCH PLAT REVIEW  
AND COMMENT

ARCHITECTURAL RESEARCH CONSULTANTS INC agent(s) for JOSEPH HOFFMAN request(s) the above action(s) for all or a portion of Lot(s) 10 & 11, Block(s) 15, Tract(s) , **PEREA ADDITION**, zoned SU-2 FOR BED & BREAKFAST, located on 317 & 319 16HT ST NW BETWEEN LAMAS BLVD NW AND FRUIT NW containing approximately 0.15 acre(s). [REF: ] (J-13) **WITHDRAWN.**

8. **Project# 1008526**  
10DRB-70278 SKETCH PLAT REVIEW  
AND COMMENT

RICHARD L GONZALES agent(s) for THE GARDENS ON THE RIO GRANDE SUB request(s) the above action(s) for all or a portion of, Tract C-6, **THE GARDENS ON THE RIO GRANDE SUB Unit 1**, zoned ROW, located on LAGUNA SECA LN NW containing approximately 0.4154 acre(s). [REF: ] (J-12) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE PROVIDED.**

9. **Project# 1008554**  
10DRB-70290 SKETCH PLAT REVIEW  
AND COMMENT

ARMANDO BENCOMO request(s) the above action(s) for all or a portion of Lot(s) A1, A2, & A3, Block(s) , Tract(s) , **LANDS OF MELQUIDES CHAVEZ Unit(s)** , zoned R-1, located on 195 & 120 LAURA CT SW BETWEEN 62RD SW AND 61ST ST SW containing approximately 1.4657 acre(s). [REF: ] (K-11) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE PROVIDED.**

10. Other Matters:

ADJOURNED:

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
October 20, 2010  
DRB Comments

10/20/10  
10/20/10  
10/20/10  
10/20/10  
10/20/10  
10/20/10

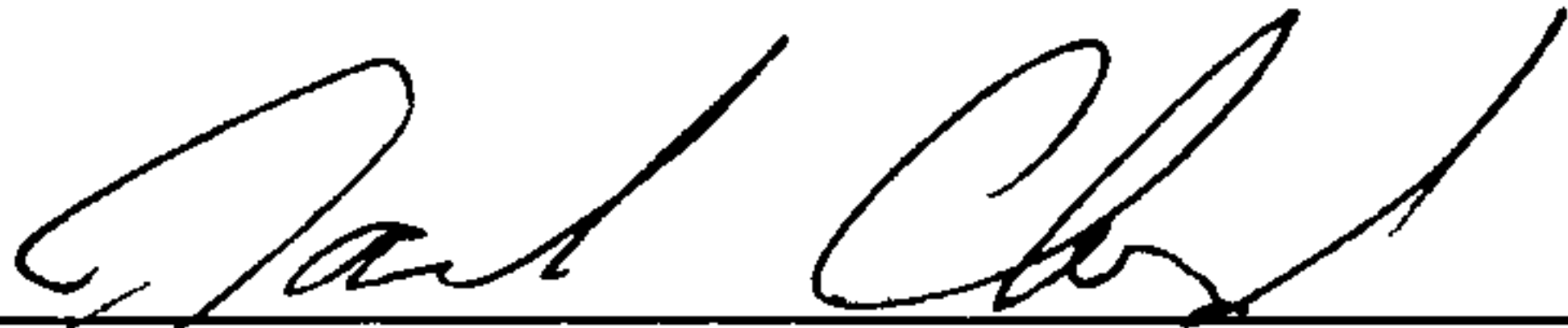
**ITEM # 8**

**PROJECT # 1008526**

**APPLICATION # 10-70278**

**RE: Tract C-6, The Gardens on the Rio Grande, unit 1**

The question of selling Tract C-6 does not appear to be a platting issue, but instead is a legal/ contractual issue among the HOA. The use and maintenance of the Private Common Area must remain the right and obligation of all the homeowners.



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Jack Cloud AICP, DRB Chairman  
924-3880/ jcloud@cabq.gov

HEARING DATE 10-6-10 (SK)

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**8526**

### DXF Electronic Approval Form

DRB Project Case #: 1008526

Subdivision Name: THE GARDENS ON THE RIO GRANDE UNIT 1, TRACT C6A, C6B & C6C

Surveyor: TIMOTHY ALDRICH

Contact Person: STEPHEN STASIEWICZ

Contact Information: 505 884-1990

DXF Received: 7/11/2011

Hard Copy Received: 7/11/2011

Coordinate System: NMSP Grid (NAD 83)

  
\_\_\_\_\_  
Approved

7-11-11  
\_\_\_\_\_  
Date

\* The DXF file cannot be accepted (at this time) for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**AGIS Use Only**  
Copied fc 8526 to agiscov on 7/11/2011 Contact person notified on 7/11/2011



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## DRB CASE ACTION LOG (Preliminary/Final)

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

DRB Application No.: 11DRB-70165

Project # 1008526

Project Name: Gardens on the Rio Grande

Agent: Mark Goodwin & Assoc.

Phone No.: \_\_\_\_\_

\*\*Your request was approved on 6-22-11 by the DRB with delegation of signature(s) to the following departments.\*\*

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

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

**ABCWUA:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**PLANNING (Last to sign):** clarify easements  
\_\_\_\_\_  
\_\_\_\_\_

**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
  - 3 copies of the approved site plan. Include all pages.
  - 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.
  - AGIS DXF File approval required
  - Copy of recorded plat for Planning

**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**

06/14/2011 Issued By: BLDAVM 112442

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**STANDARD APPLICATION, Paper Plans Required**

**Permit Number:** 2011 070 165

**Category Code 910**

**Application Number:** 11DRB-70165, Minor - Preliminary/ Final Plat Approval

**Address:**

**Location Description:** LAGUNA SECA LN BETWEEN MOUNTAIN RD AND BIO PARK

**Project Number:** 1008526

**Applicant**

GARDENS HOWEOWNERS ASSOC., INC.

2647 ALOYSIA LN NW  
ALBUQUERQUE NM 87104

**Agent / Contact**

Mark Goodwin And Associates, P.A.

P.O. Box 90606  
Albuquerque NM 87199

**Application Fees**

441018/4943000	APN Fee	
441032/3416000	Conflict Mgmt Fee	\$20.00
441006/4958000	DRB Actions	\$355.00
<b>TOTAL:</b>		<b>\$375.00</b>

City Of Albuquerque  
Treasury Division

06/14/2011 11:18AM LOC# ANNX  
WS# 008 TRANS# 0015  
RECEIPT# 00133390-00133391  
PERMIT# 2011070165 TRSLNP  
Trans Amt \$425.00  
Conflict Manag. Fee \$20.00  
DRB Actions \$355.00  
CK RD \$400.00  
K \$25.00  
CHANGE \$0.00

Thank You



**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**

06/14/2011 Issued By: BLDAVM 112447

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**STANDARD APPLICATION, Paper Plans Required**

**Permit Number:** 2011 070 166

**Category Code 910**

**Application Number:** 11DRB-70166, Amended Sdp For Subdivision

**Address:**

**Location Description:** LAGUNA SECA LN BETWEEN MOUNTAIN RD AND BIO PARK

**Project Number:** 1008526

**Applicant**  
GARDENS HOWEOWNERS ASSOC., INC.

**Agent / Contact**  
Mark Goodwin And Associates, P.A.

2647 ALOYSIA LN NW  
ALBUQUERQUE NM 87104

P.O. Box 90606  
Albuquerque NM 87199

**Application Fees**

441018/4943000	APN Fee	
441032/3416000	Conflict Mgmt Fee	
441006/4958000	DRB Actions	\$50.00
<b>TOTAL:</b>		<b>\$50.00</b>

City Of Albuquerque  
Treasury Division

6/14/2011 11:18AM LOC: ANNX  
# 008 TRANS# 0015  
RECEIPT# 00133390-00133390  
PKT# 2011070166 TRSLNP  
Trans Amt \$425.00  
DRB Actions \$50.00

Thank You

# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

**SUBDIVISION**

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

- for Subdivision (Amendment)
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

**STORM DRAINAGE (Form D)**

- Storm Drainage Cost Allocation Plan

**S Z ZONING & PLANNING**

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- 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 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.

**APPLICATION INFORMATION:**

Professional/Agent (if any): Mark Goodwin & Assoc PHONE: 828-2200  
 ADDRESS: PO Box 90606 FAX: 797-9539  
 CITY: Albug STATE NM ZIP 87199 E-MAIL: john@goodwin-engineers.com

APPLICANT: Gardens Homeowners' Assoc., Inc. PHONE: \_\_\_\_\_  
 ADDRESS: 2647 Aloysia Lane NW FAX: \_\_\_\_\_  
 CITY: Albug. STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

Proprietary interest in site: Owner List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: Subdivision of one tract into 3 tracts

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

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

Lot or Tract No. C6 Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Gardens on The Rio Grande  
 Existing Zoning: RA-1 Proposed zoning: N/C MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): J-12 UPC Code: 101205 822733720110

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX-, Z-, V-, S-, etc.): DRB-96-450  
1008526 SV-97-15

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill?  No  
 No. of existing lots: 1 No. of proposed lots: 3 Total area of site (acres): 0.4154  
 LOCATION OF PROPERTY BY STREETS: On or Near: Laguna Seca Lane  
 Between: Mountain Road and Bio Park

Check-off if project was previously reviewed by Sketch Plat/Plan  or Pre-application Review Team . Date of review: 10-20-10

SIGNATURE John Mackenzie DATE 06-14-11  
 (Print) John Mackenzie Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

Form revised 4/07

- 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  
11DRB - 70165  
11DRB - 70166

Action  
PDF  
CME  
ASPS

S.F. Fees  
 \_\_\_\_\_ \$ 355.00  
 \_\_\_\_\_ \$ 20.00  
 \_\_\_\_\_ \$ 50.00  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 Total  
 \$ 425.00

Hearing date June 22, 2011

[Signature]  
6-14-11  
 Planner signature / date

Project # 1008526

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

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, 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) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.

- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Copy of DRB approved infrastructure list
  - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
  - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.

- na 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- na Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- na Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, 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) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- na Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- na Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.

- 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**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

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

John Mackenzie  
Applicant name (print)  
John Mackenzie 6.14.11  
Applicant signature / date



Form revised October 2007

- Checklists complete
  - Fees collected
  - Case #s assigned
  - Related #s listed
- Application case numbers  
11DRB- - 76165

[Signature] 6-14-11  
Planner signature / date  
Project # 1008526

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

- SKETCH PLAT REVIEW AND COMMENT (DRB22)** **Maximum Size: 24" x 36"**
- 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) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - List any original and/or related file numbers on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

- SITE DEVELOPMENT PLAN FOR SUBDIVISION (DRB18)** **Maximum Size: 24" x 36"**
- 5 Acres or more & zoned SU-1, IP, SU-2, PC, or Shopping Center: Certificate of No Effect or Approval
  - 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) clearly outlined
  - 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
  - Completed Site Plan for Subdivision Checklist
  - Infrastructure List, if relevant to the site plan
  - Fee (see schedule)
  - List any original and/or related file numbers on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original to the meeting. Your attendance is required.**

- SITE DEVELOPMENT PLAN FOR BUILDING PERMIT (DRB17)** **Maximum Size: 24" x 36"**
- 5 Acres or more & zoned SU-1, IP, SU-2, PC, or Shopping Center: Certificate of No Effect or Approval
  - 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) clearly outlined
  - 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
  - Copy of Site Plan with Fire Marshal's stamp
  - Fee (see schedule)
  - List any original and/or related file numbers on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original to the meeting. Your attendance is required.**

- AMENDED SITE DEVELOPMENT PLAN FOR BUILDING PERMIT (DRB01)** **Maximum Size: 24" x 36"**
- AMENDED SITE DEVELOPMENT PLAN FOR SUBDIVISION (DRB02)** **Maximum Size: 24" x 36"**
- 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) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - 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)
  - List any original and/or related file numbers on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original to the meeting. Your attendance is required.**

- FINAL SIGN-OFF FOR EPC APPROVED SDP FOR BUILDING PERMIT (DRB05)**
- FINAL SIGN-OFF FOR EPC APPROVED SDP FOR SUBDIVISION (DRB06)**
- Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Approved Grading and Drainage Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Solid Waste Management Department signature on Site Plan for Building Permit
  - Zone Atlas map with the entire property(ies) clearly outlined
  - 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
  - Copy of Site Plan with Fire Marshal's stamp (not required for SDP for Subdivision)
  - List any original and/or related file numbers on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original to the meeting. 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.

John Mackenzie  
Applicant name (print)

John Mackenzie 06.14.11  
Applicant signature / date

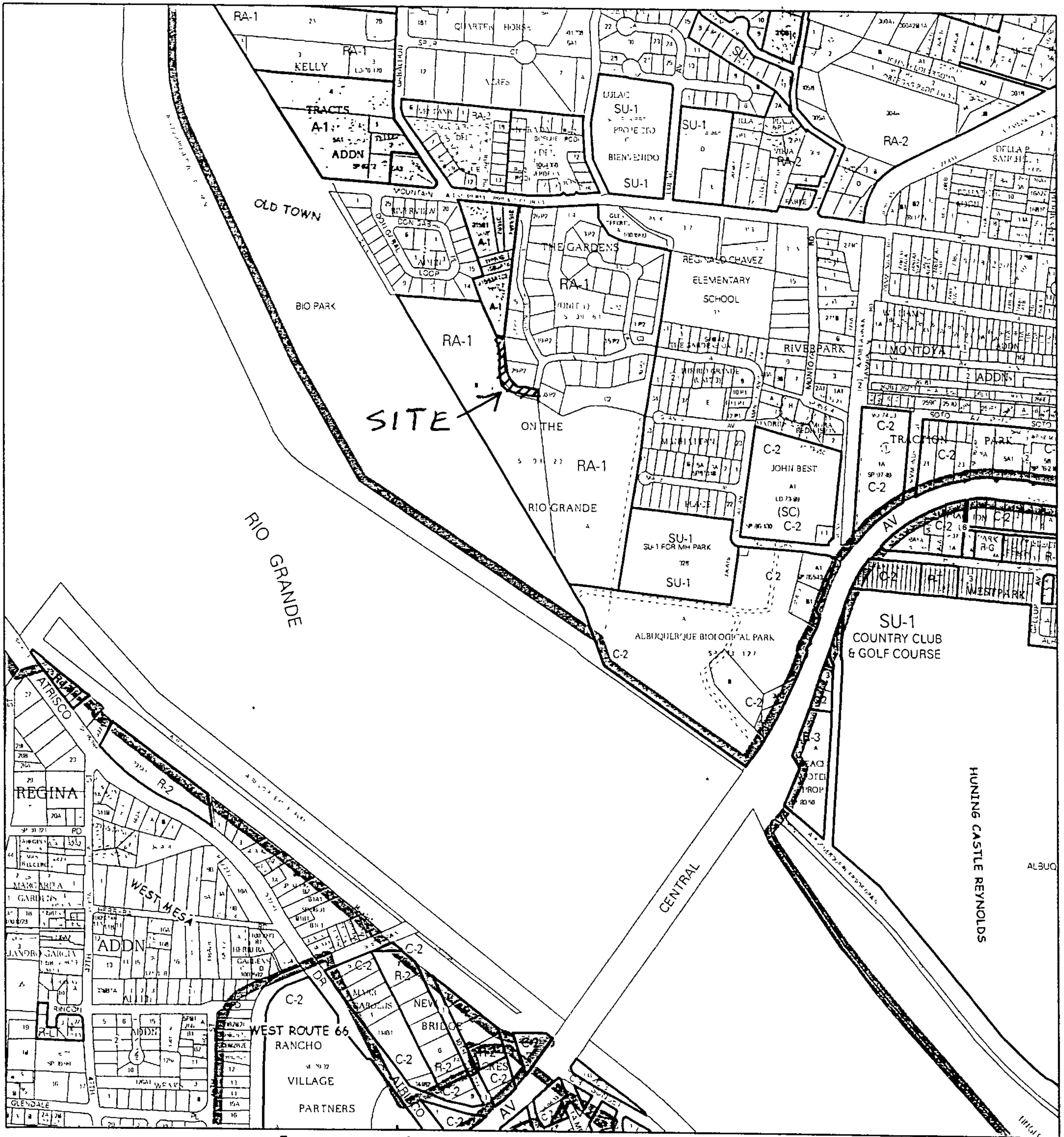


- Checklists complete
  - Fees collected
  - Case #s assigned
  - Related #s listed
- Application case numbers  
11DRB-70166

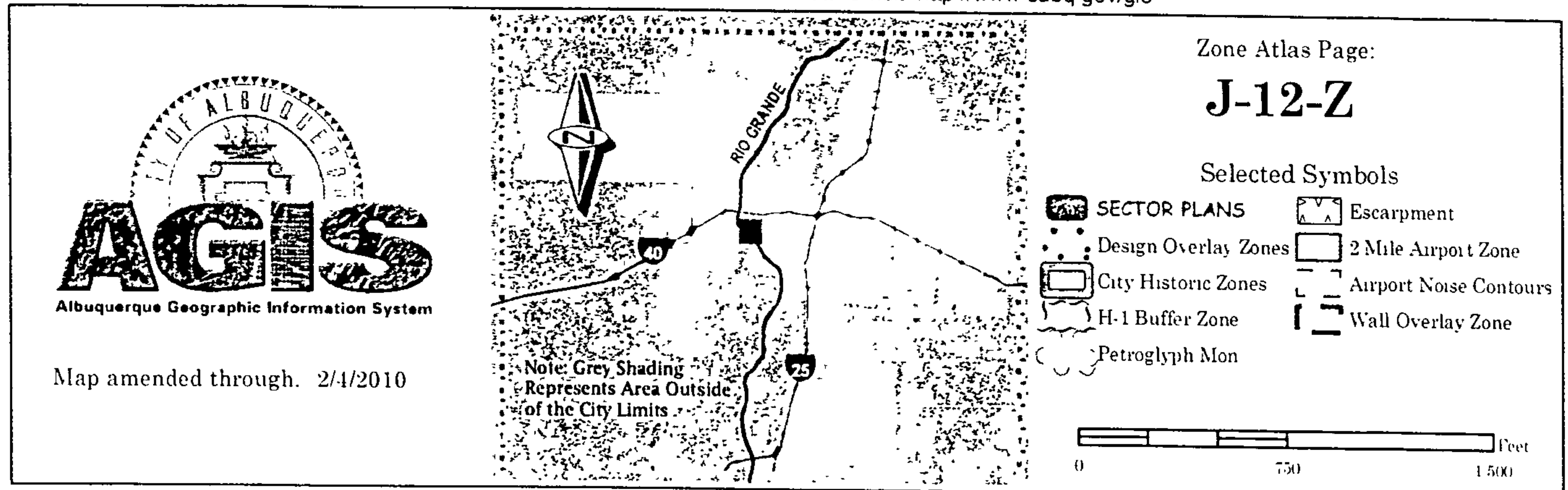
Form revised October 2007

[Signature] 6-14-11  
Planner signature / date

Project # 1008526



For more current information and more details visit <http://www.cabq.gov/gis>





D. Mark Goodwin & Associates, P.A.  
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199  
(505) 828-2200 FAX 797-9539

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June 14, 2011

Mr. Jack Cloud, Chairman  
Development Review Board  
City of Albuquerque  
600 Second Street, NW  
Albuquerque, NM 87102

**Re: Tract C6, Gardens on the Rio Grande Subdivision**

Dear Mr. Cloud:

This application is a request for preliminary and final plat approval, including an amendment to the site plan, to divide Tract C-6 into three parcels. Tract C-6 is one of three private commons areas (PCA) within the original subdivision, which is a private commons development.

Maintenance of Tract C-6 is now the responsibility of the Gardens Homeowners' Association with access to and from Tract C-6 being open to all homeowners within the Gardens Subdivision. These conditions, and all others associated with the PCA's original design intent, will remain in place after the subject property is subdivided.

Please contact me if I can be of further assistance or to answer any questions regarding this application.

Sincerely,  
MARK GOODWIN AND ASSOCIATES, PA

John MacKenzie  
Vice President

JMM/dlm

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
June 22, 2011  
DRB Comments

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**ITEM # 8**

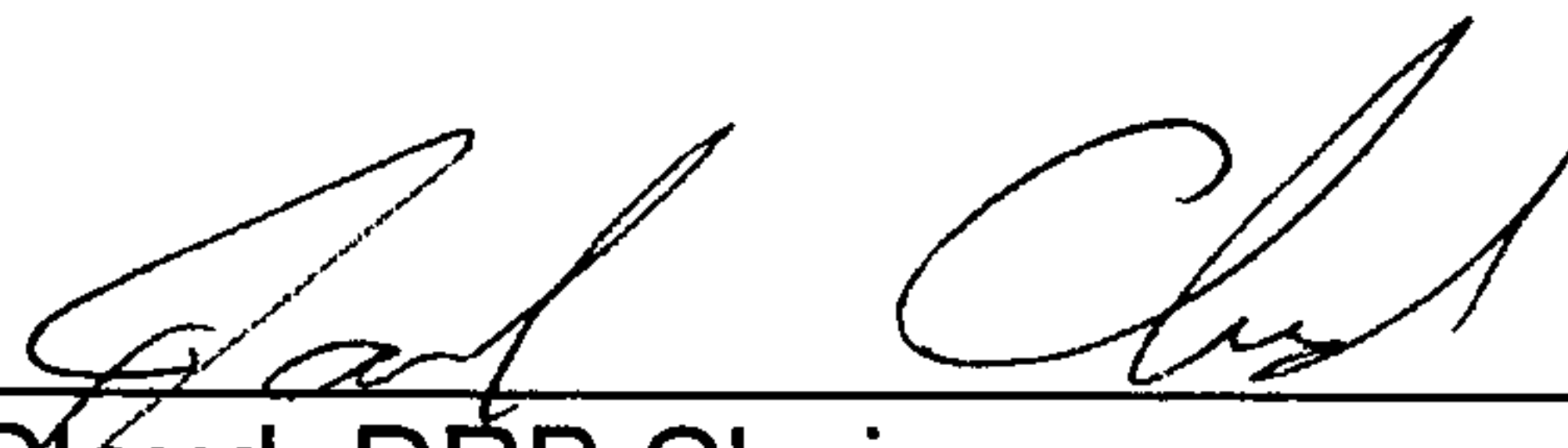
**PROJECT # 1008526**

**APPLICATION # 11-70165, 70166**

**RE: Tract C-6, The Gardens on the Rio Grande Unit 1**

Site Plan Note No. 12 needs to be amended to reflect new tract numbers; please be sure to make all of the site plan (particularly the lower left corner) readable and reproducible.

The easement on the proposed plat need to be clarified.



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Jack Cloud, DRB Chairman  
924-3880/ jcloud@cabq.gov

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*Gardens Homeowner's Association, Inc.  
2647 Aloysia Lane NW  
Albuquerque, NM 87104*

*June 9, 2011*

*Mr. Jack Cloud, Chairman  
Development Review Board  
City of Albuquerque  
600 Second Street, NW  
Albuquerque, NM 87102*

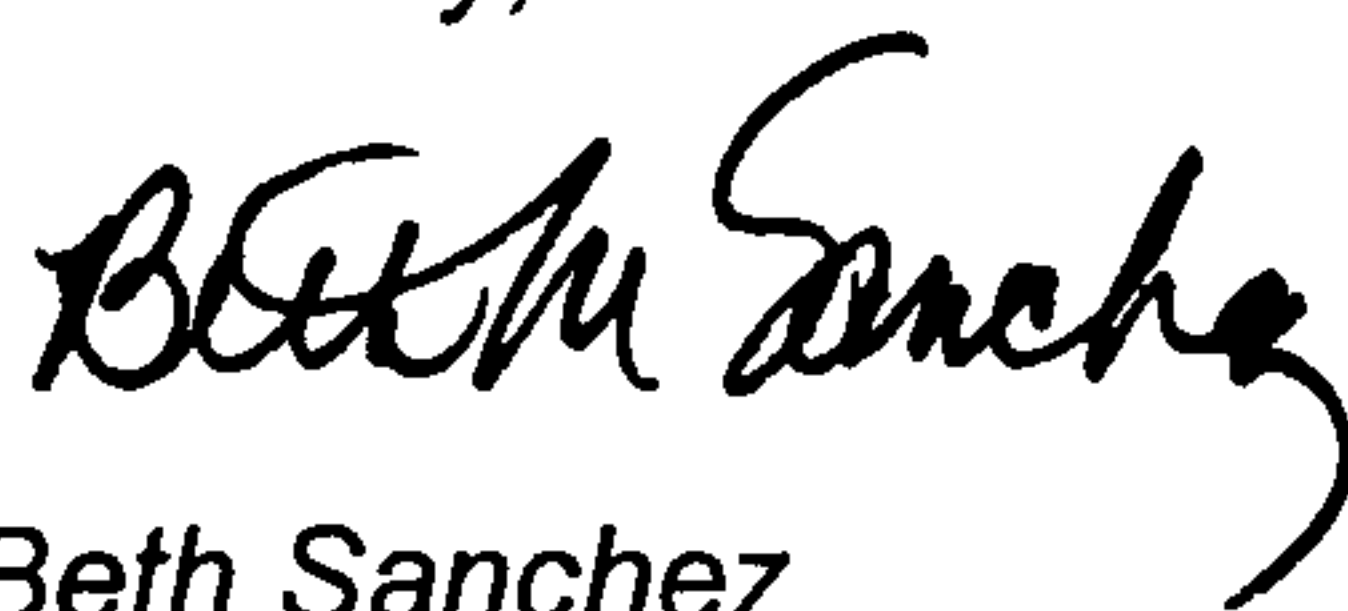
**Re: Tract C6, Gardens on the Rio Grande Subdivision**

*Dear Mr. Cloud:*

*As owner of the referenced property, please be advised that I hereby designate the firm of Mark Goodwin and Associates, PA to act as my agent in connection with my request for preliminary/final plat and site plan amendment on the referenced property.*

*Any questions regarding this issue should be forwarded to me at the address listed above.*

*Sincerely,*



*Beth Sanchez  
President*



1R  
1R  
1R  
1R  
1R

TRACT B  
THE GARDENS ON THE RIO GRANDE  
(06-18-1998, 98C-167)

TRACT C6

RESIDENCE

RESIDENCE

LAGUNA SECA LANE (TRACT C1)  
(36' WIDE - PRIVATE)

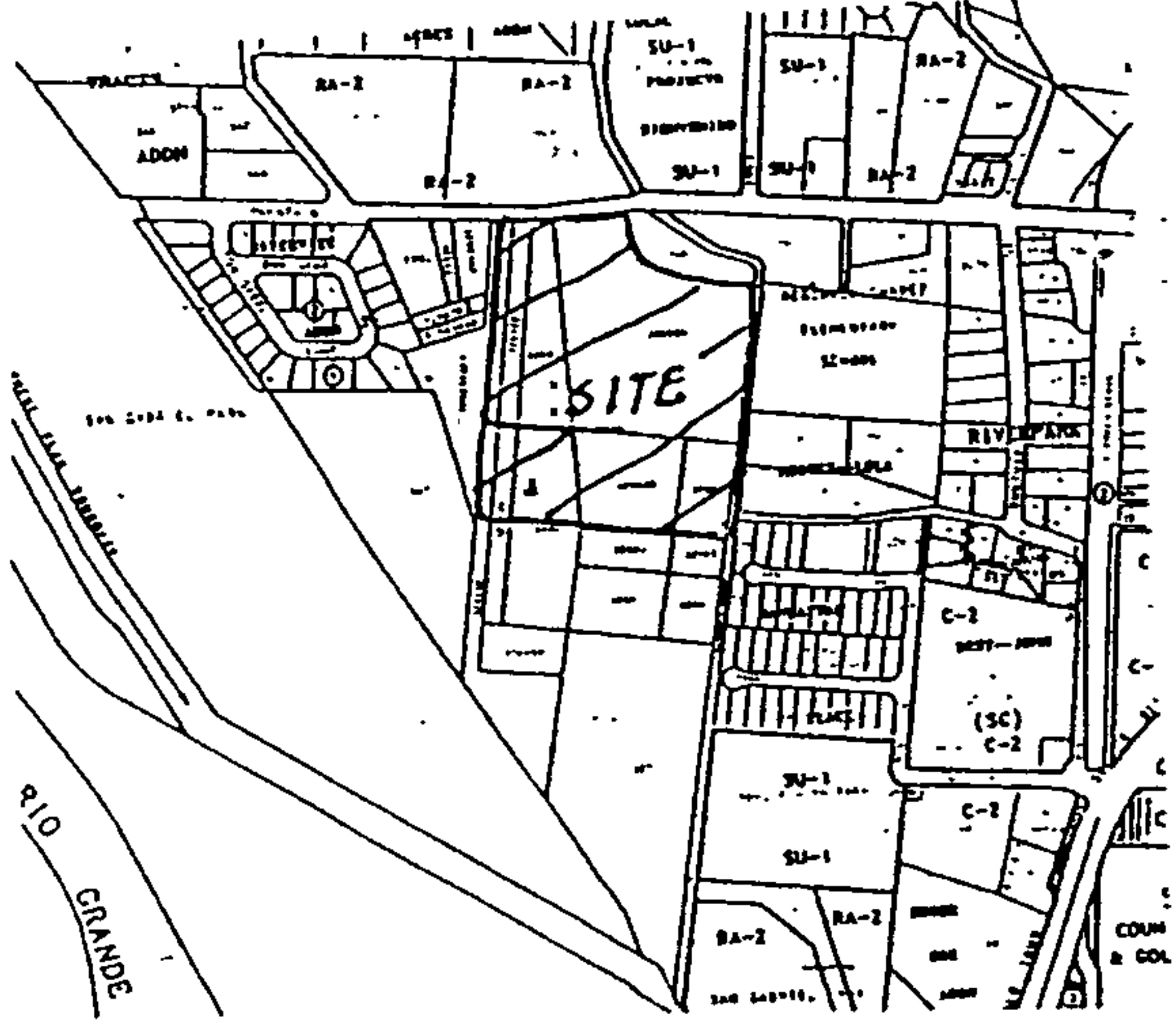
4' SIDEWALK

22' F-F



THE GARDENS OF  
THE RIO GRANDE - UNIT I  
SITE SKETCH

**dmg** MARK GOODWIN & ASSOCIATES, P.A.  
CONSULTING ENGINEERS  
P.O. BOX 90606  
ALBUQUERQUE, NEW MEXICO 87199  
(505) 828-2200, FAX (505) 797-9539



LEGAL DESCRIPTION (SEE SHEET 2)

PURPOSE OF PLAT

1. SUBDIVIDE FIFTEEN (15) EXISTING TRACTS INTO 8 TRACTS AND 36 LOTS
2. TO DEDICATE ADDITIONAL STREET RIGHT-OF-WAY AS SHOWN.
3. TO GRANT NEW EASEMENTS AS SHOWN.
4. TO GRANT PRIVATE ACCESS EASEMENT TO SERVE SUBDIVISION AS SHOWN.

NOTES (SEE SHEET 2)

PLAT FOR  
**UNIT 1**  
**THE GARDENS ON THE**  
**RIO GRANDE SUBDIVISION**  
 M.R.G.C.D. MAP NO. 38  
 WITHIN THE  
 TOWN OF ALBUQUERQUE GRANT  
 PROJECTED SECTION 13  
 TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 APRIL 1998

LOCATION MAP ZONE ATLAS MAP J-12

SCALE: NONE

SUBDIVISION DATA

PLAT CASE NOS. DRB. 96-450 S V.  
 GROSS ACREAGE 35.6869  
 ZONE ATLAS NO. J-12  
 NO. OF EXISTING TRACTS/LOTS 15 TRACTS  
 NO. OF TRACTS/LOTS CREATED 8 TRACTS, 36 LOTS  
 NO. OF TRACTS/LOTS ELIMINATED 15 TRACTS  
 MILES OF PRIVATE STREETS CREATED 0.4276  
 AREA DEDICATED TO CITY OF ALBUQUERQUE 0.0489 AC  
 DATE OF SURVEY FEB 1998  
 UTILITY CONTROL LOCATION SYSTEM LOG NUMBER: 98022415470458

APPROVED AND ACCEPTED BY:

APPROVAL AND CONDITIONAL ACCEPTANCE as specified by the Albuquerque Subdivision Ordinance, Article XI of Chapter 7 of the Revised Ordinances of Albuquerque, New Mexico.

Planning Director, City of Albuquerque, N.M. \_\_\_\_\_ Date  
 City Engineer, City of Albuquerque, N.M. \_\_\_\_\_ Date  
 Albuquerque Metropolitan Arroyo Flood Control Authority \_\_\_\_\_ Date  
 Transportation Development, City of Albuquerque, N.M. \_\_\_\_\_ Date  
 Utility Development Division, City of Albuquerque, N.M. \_\_\_\_\_ Date  
 Parks, Design and Development, C.I.P., City of Albuquerque, N.M. \_\_\_\_\_ Date  
*West C. Cook* \_\_\_\_\_ *052688* Date  
 City Surveyor, City of Albuquerque, N.M.

Property Management, City of Albuquerque, N.M. \_\_\_\_\_ Date  
*Paul White* \_\_\_\_\_ *6-18-98* Date  
 PNM GAS  
*Catherine Schneider* \_\_\_\_\_ *06-19-98* Date  
 U.S. West Telecommunications  
*John Phillips* \_\_\_\_\_ *6-18-98* Date  
 PNM ELECTRIC  
*Violet Watson* \_\_\_\_\_ *6-18-98* Date  
 Jones Intercable, Inc.

FREE CONSENT AND DEDICATION

The subdivision hereon described is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) thereof and said owner(s) and/or proprietor(s) do hereby dedicate additional public right-of-way shown hereon to the City of Albuquerque in fee simple with warranty covenants and do hereby grant: all access, utility and drainage easements shown hereon including the right to construct, operate, inspect, and maintain facilities therein; and all public utility easements shown hereon for the common and joint use of gas, electrical power and communication services for buried distribution lines, conduits, and pipes for underground & overhead utilities where shown or indicated, and including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that this subdivision is their free act and deed.

*Richard L. Gonzales* 4/14/98  
 THE GARDENS, INC., a New Mexico corporation, RICHARD L. GONZALES, President

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO }  
 COUNTY OF BERNALILLO } ss  
 This instrument was acknowledged before me on April 14, 1998  
*Susan Barror* 9:30  
 NOTARY PUBLIC MY COMMISSION EXPIRES



OFFICIAL SEAL  
 SUSAN BARROR  
 NOTARY PUBLIC-STATE OF NEW MEXICO  
 My commission expires: 9-3-00

SURVEYOR'S CERTIFICATION

I, Timothy Aldrich, a duly qualified Registered Professional Land Surveyor under the laws of the State of New Mexico, do hereby certify that this plat and description were prepared by me or under my supervision, shows all easements as shown on the plat of record or made known to me by the owners and/or proprietors of the subdivision shown hereon, utility companies and other parties expressing an interest and meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and further meets the Minimum Standards for Land Surveying in the State of New Mexico (effective November 1, 1989 and revisions effective December 25, 1991 and February 2, 1994), and is true and correct to the best of my knowledge and belief.

*Timothy Aldrich* 05-19-98  
 TIMOTHY ALDRICH, N.M.P.S. # 7719

**LEGAL DESCRIPTION**

A tract of land situate within the Town of Albuquerque Grant, projected Section 13, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being all TRACTS 315A2A, 324A, 324B1, 324B2, 325A, 325B1, 325B2A, 325B2B, 326A1A, 326A1B, 326A2A, 326A2B, 326B1, 326B2 and 327A, M.R.G.C.D. MAP NO. 38 as the same is shown on a plat of survey filed for record in the office of the County Clerk of Bernalillo County, New Mexico on June 26, 1996 in Volume 96S, Folio 127 and being more particularly described as follows:

BEGINNING at the southeast corner of the herein described tract, said point being common with the southwest corner of TRACT 32B, M.R.G.C.D. MAP NO. 38 as described in a WARRANTY DEED filed for record in the office of the County Clerk of Bernalillo County, New Mexico on July 29, 1976 in Book D11A, Pages 405-406 and further being on the north line of TRACT A, ALBUQUERQUE BIOLOGICAL PARK as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on February 11, 1994 in Volume 94C, Folio 44 from whence the Albuquerque Control Survey Monument "13-J12" bears N 79°57'52" E, 1257.56 feet;

THENCE N 83°33'21" W, 262.24 feet along a line common with the north line of said TRACT A to the southwest corner, said point being common with the northwest corner of said TRACT A and further being on the easterly line of the remaining portion of the ALBUQUERQUE RIVERSIDE DRAIN as described in a WARRANTY DEED filed for record in the office of the County Clerk of Bernalillo County, New Mexico on April 5, 1933 in Book 130, Page 14;

THENCE N 31°37'21" W, 1764.82 feet along a line common with the easterly line of said ALBUQUERQUE RIVERSIDE DRAIN to a point, said point being common with the southwest corner of RIVER VIEW ADDITION as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 20, 1972 in Volume D5, Folio 73;

THENCE S 84°53'56" E, 452.51 feet along a line common with the south line of said RIVER VIEW ADDITION to a point, said point being common with the southeast corner of said RIVER VIEW ADDITION and further being on the southerly line of TRACT 315B3A1C2, M.R.G.C.D. MAP NO. 38;

THENCE S 24°42'03" E, 202.29 feet along a line common with the southerly line of said TRACT 315B3A1C2 to a point;

THENCE continuing S 82°50'39" E, 41.83 feet to a point;

THENCE N 06°51'51" E, 685.63 feet along a line common with the west line of said TRACT 315B3A1C2 to the northwest corner, said point being common with the northeast corner of said TRACT 315B3A1C2 and further being on the southerly right-of-way line of Mountain Road N.W.;

THENCE along said southerly right-of-way line S 83°18'42" E, 91.13 feet to a point;

THENCE continuing N 86°43'48" E, 335.17 feet to a point, said point being common with the northwest corner of TRACT 316A, M.R.G.C.D. MAP NO. 38;

THENCE leaving said southerly right-of-way line S 02°16'42" E, 77.45 feet along a line common with the west line of said TRACT 316A to a point;

THENCE S 33°47'13" E, 94.73 feet along a line common with the southerly line of said TRACT 316A to a point;

THENCE continuing S 64°57'28" E, 70.15 feet to a point;

THENCE continuing S 79°39'34" E, 273.19 feet to the northeast corner, said point being on a line common with the west line of TRACT 321, M.R.G.C.D. MAP NO. 38;

THENCE along said west line S 08°21'04" W, 369.15 feet to a point, said point being common with the northwest corner of TRACT B-1, THE LANDS OF LOLA HEDGES as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 6, 1973 in Volume A4, Folio 166;

THENCE S 09°52'48" W, 334.01 feet along a line common with the west line of said TRACT B-1 and TRACT A, THE LANDS OF LOLA HEDGES as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 6, 1973 in Volume C9, Folio 99 to a point, said point being common with the northwest corner of MANHATTAN PLACE SUBDIVISION as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on February 25, 1949 in Volume B, Folio 133;

THENCE S 09°29'18" W, 99.66 feet along a line common with the west line of said MANHATTAN PLACE SUBDIVISION to a point;

THENCE continuing S 10°58'18" W, 33.91 feet to a point;

THENCE continuing S 10°47'18" W, 183.49 feet to a point, said point being common with the northwest corner of MANHATTAN PLACE SUBDIVISION as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on February 18, 1947 in Volume C1, Folio 176;

THENCE S 10°47'18" W, 59.62 feet along a line common with the west line of said MANHATTAN PLACE SUBDIVISION to a point;

THENCE continuing S 09°03'14" W, 260.63 feet to a point, said point being common with the northwest corner of said TRACT 32B;

THENCE S 08°34'35" W, 440.22 feet along a line common with the west line of said TRACT 32B to the point of beginning and containing 35.6869 acres more or less.

**NOTES**

- Bearings are grid based on the New Mexico State Plane Coordinate System (Central Zone).
- Distances are ground distances.
- Bearings and distances in parenthesis record.
- Basis of boundary are the following plats and documents of record entitled:

"PLAT OF SURVEY, M.R.G.C.D. MAP NO. 38", (06-26-96, 96S-127)

"PLAT FOR RIVER VIEW ADDITION", (11-20-72, D5-73)

"PLAT FOR THE LANDS OF LOLA HEDGES", (08-06-73, A4-166)

"PLAT FOR THE LANDS OF LOLA HEDGES", (08-06-73, C9-99)

"PLAT FOR MANHATTAN PLACE SUBDIVISION", (02-25-49, B-133)

"PLAT FOR MANHATTAN PLACE SUBDIVISION", (02-18-47, C1-176)

"WARRANTY DEED", (07-29-76, BK.D11A, PGS.405-406)

"ALBUQUERQUE BIOLOGICAL PARK", (02-11-94, 94C-44)

"WARRANTY DEED", (04-05-33, BK.130, PG.14)

"ALBUQUERQUE RIVER PARKWAY", (BK. R/W 369)

all being records of Bernalillo County, New Mexico.

- Field Survey performed February, 1998.

- Unless otherwise noted all points are "SET 5/8" REBAR with cap "ALS LS 7719".

- Title Report: First American Title Company of New Mexico, GF# 115031. AFE(STK)DB, Policy #J 787332

- Tract C1 is a private roadway to serve this subdivision created by this plat and adjoining subdivision and shall be maintained and repaired by the Homeowner's Association. Tract C1 is also subject to a public water and sanitary sewer line easement granted exclusively to the City of Albuquerque by this plat. In the event the homeowner's association (or lot owners) ("Owners") dissolves and there is no successor organization, or if the Owners are insolvent or in bankruptcy, then the individual lot owners of all the property within the subject subdivision shall be responsible for maintenance and repair of Tract C1. If the City of Albuquerque incurs any expenditures to perform Owner's maintenance and repair obligations, the reasonable costs incurred by the City and this note shall constitute a mortgage lien upon all of the land within the subject subdivision to secure payment of the amount due the City and such lien may be enforced and foreclosed by equitable proceedings as provided by law.

- 10' PUE along and adjoining Tract C1 is to serve as a public utility easement.

- Tracts C2 through C6 shall be designated private commons area (PCA), the surface of which is to be used and maintained by lot owners of THE GARDENS ON THE RIO GRANDE SUBDIVISION.

- The PCA may be used for agriculture, landscaping, recreation, or any combination thereof, including PCA-related structures and facilities.

- Excluding easements for other purposes, use of the PCA is to be restricted to the residents of THE GARDENS ON THE RIO GRANDE SUBDIVISION, unless otherwise approved by the Homeowner's Association.

- Excluding easements for other purposes, the PCA is encumbered by a land use easement, in favor of the City of Albuquerque, should the individual lot owners and the members of the Homeowner's Association, if applicable, fail to adequately maintain the property and PCA-related facilities located thereon. If the responsible parties refuse or fail to adequately maintain the PCA, the City shall have the authority to perform necessary maintenance in order to protect the public health and safety. Under no circumstances will the City maintain recreational uses. The City may, after receipt of written notice and failure to comply within 30 days, enter upon and maintain the PCA. The cost of action by the City, plus penalties to the extent allowed by law, shall be assessed against properties within the subdivision and failure to pay charges may result in a municipal lien against each of the individual lots within this subdivision.

- Approval of this plat and site plan by the DRB is contingent upon recorded deed restrictions approved by DRB. Recorded deed restrictions and site plan may not be amended or repealed without the City's prior written approval.

PLAT FOR  
UNIT 1  
THE GARDENS ON THE  
RIO GRANDE SUBDIVISION  
M.R.G.C.D. MAP NO. 38  
WITHIN THE  
TOWN OF ALBUQUERQUE GRANT  
PROJECTED SECTION 13  
TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
APRIL 1998

**NOTES (continued)**

15. In the event Grantor constructs any improvements within the public sanitary sewer & water line easement as shown hereon, the City has the right to enter upon Grantor's property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or Encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing of Improvements or Encroachments. If, in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or Encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or Encroachments.

**PUBLIC UTILITY EASEMENTS**

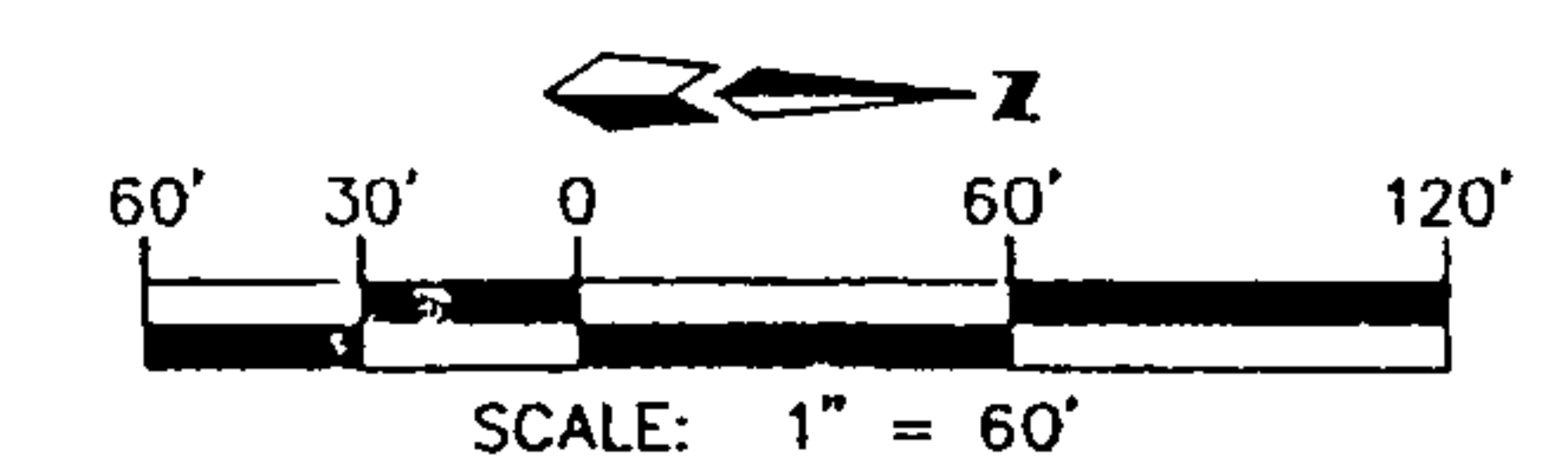
PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- The PNM Electric Services Division for the installation, maintenance and service of overhead and underground electrical lines, communication lines, transformers, poles and any other equipment, fixtures structures and related facilities reasonably necessary to provide electrical services.
- The PNM Gas Services Division for installation, maintenance and services of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.
- U.S. West for installation, maintenance and service of all buried and aerial communication lines and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to above ground pedestals and closures.
- Jones Intercable for installation, maintenance and service of such lines, cable and other related equipment and facilities reasonably necessary to provide Cable TV service.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate and maintain facilities for the purposes described above, together with free access to, from and over said easement, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code caused by construction of pools, decking or any structures adjacent to within or near easements shown on this plat.

In approving this plat, the utility companies did not conduct a Title Search of the properties shown hereon. Consequently, the utility companies do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

PLAT FOR  
**UNIT 1**  
**THE GARDENS ON THE**  
**RIO GRANDE SUBDIVISION**  
M.R.G.C.D. MAP NO. 38  
WITHIN THE  
TOWN OF ALBUQUERQUE GRANT  
PROJECTED SECTION 13  
TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
APRIL 1998



The Gardens on the Rio Grande Subdivision  
TRACT B

PUBLIC SANITARY SEWER  
AND WATERLINE EASEMENT  
GRANTED EXCLUSIVELY  
TO THE CITY OF  
ALBUQUERQUE BY  
THIS PLAT

The Gardens on the Rio Grande Subdivision  
TRACT A

R=256.00'  
Δ=30°58'25"  
L=138.39'  
C=136.71  
N84°13'31"E

MANHATTAN PLACE  
SUBDIVISION  
(02-25-49, B-133)

TRACT A  
THE LANDS OF  
LOLA HEDGES  
(08-06-73, C9-99)

\*TRACT B-1  
\*THE LANDS OF  
LOLA HEDGES  
(08-06-73, A4-166)

REGINALD CHAVEZ  
ELEMENTARY SCHOOL  
M.R.G.C.D. MAP NO. 38  
TRACT 321

M.R.G.C.D. MAP NO. 38  
TRACT 315B3A1C2

REMAINING PORTION OF EXISTING 5' P.U.E. (MISC BK 195A, PG 766)

M.R.G.C.D. MAP NO. 38  
TRACT 316A

MOUNTAIN ROAD N.W. (R/W VARIES, MIN. 45' R/W)

△ CENTERLINE MONUMENTATION  
Centerline (in lieu of R/W monumentation)  
to be installed at all centerline PC's, PT's,  
angle points, and street intersections  
as shown hereon, and will consist of a  
four inch (4") aluminum alloy cap stamped:  
CITY OF ALBUQUERQUE  
CENTERLINE MONUMENT  
DO NOT DISTURB  
PLS #7719

LINE	DIRECTION	DISTANCE
L5	S82°50'39"E (S83°25'00"E)	41.83' (41.97')
L10	S33°47'13"E	94.73'
L11	S64°57'28"E	70.15'
L12	S79°39'34"E	273.19'
L13	S08°21'04"W	369.15'
L14	S09°52'48"W (S07°36'00"W)	334.01'
L17	S09°29'18"W (S09°42'00"W)	99.66'
L18	S10°58'18"W (S11°11'00"W)	33.91'



CURVE DATA

NO.	RADIUS	DELTA	LENGTH	CHORD BEARING & DISTANCE	
1	120.00'	25° 56' 29"	54.33'	N 85° 52' 43" E	53.87'
2	98.00'	23° 20' 44"	39.93'	N 87° 10' 36" E	39.65'
3	672.00'	10° 03' 44"	118.01'	N 28° 48' 08" W	117.86'
5	125.00'	26° 21' 46"	57.51'	N 04° 39' 27" W	57.01'
6	125.00'	26° 21' 46"	57.51'	N 04° 39' 27" W	57.01'
7	145.00'	19° 27' 37"	49.25'	N 89° 07' 09" E	49.01'
8	138.00'	10° 03' 29"	24.23'	N 04° 08' 58" E	24.19'
9	672.00'	2° 24' 48"	28.30'	N 22° 33' 53" W	28.30'
10	25.00'	83° 31' 08"	36.44'	N 58° 51' 05" W	33.30'
11	25.00'	87° 24' 15"	38.14'	N 26° 36' 36" E	34.55'
12	138.00'	16° 12' 45"	39.05'	N 08° 59' 09" W	38.92'
13	120.00'	26° 16' 14"	55.02'	N 03° 57' 24" W	54.54'
14	102.00'	26° 16' 14"	46.77'	N 03° 57' 24" W	46.36'
15	102.00'	18° 03' 26"	32.15'	N 08° 03' 48" W	32.01'
16	102.00'	8° 12' 48"	14.62'	N 05° 04' 19" E	14.61'
17	57.00'	90° 20' 53"	89.88'	N 35° 59' 44" W	80.85'
18	75.00'	90° 20' 53"	118.27'	N 35° 59' 44" W	106.39'
19	75.00'	45° 10' 27"	59.13'	N 58° 34' 57" W	57.61'
20	75.00'	45° 10' 27"	59.13'	N 13° 24' 30" W	57.61'
21	25.00'	48° 34' 58"	21.20'	N 33° 28' 12" E	20.57'
22	25.00'	19° 55' 12"	8.69'	N 19° 08' 19" E	8.65'
23	25.00'	28° 39' 46"	12.51'	N 43° 25' 48" E	12.38'
24	25.00'	48° 34' 58"	21.20'	N 74° 32' 21" E	20.57'
25	40.00'	187° 30' 49"	130.91'	N 35° 59' 44" W	79.83'
26	40.00'	88° 14' 23"	61.60'	N 13° 38' 29" E	55.69'
27	40.00'	76° 20' 40"	53.30'	N 68° 39' 03" W	49.44'
28	40.00'	22° 55' 46"	16.01'	N 61° 42' 45" E	15.90'
29	25.00'	71° 09' 03"	31.05'	N 45° 35' 39" W	29.09'
30	40.00'	251° 09' 03"	175.34'	N 44° 24' 21" E	65.07'
31	40.00'	61° 26' 42"	42.90'	N 40° 44' 28" W	40.87'
32	40.00'	54° 11' 23"	37.83'	N 81° 26' 30" E	36.44'
33	40.00'	47° 23' 43"	33.09'	N 30° 38' 57" E	32.15'
34	40.00'	44° 23' 22"	30.99'	N 15° 14' 35" W	30.22'
35	40.00'	43° 43' 54"	30.53'	N 59° 18' 13" W	29.79'
36	138.00'	19° 00' 29"	45.78'	N 85° 00' 29" E	45.57'
37	120.00'	21° 36' 15"	45.25'	N 83° 42' 36" E	44.98'
38	102.00'	24° 12' 00"	43.08'	N 82° 24' 43" E	42.76'
39	102.00'	18° 19' 32"	32.62'	N 79° 28' 29" E	32.49'
40	102.00'	5° 52' 28"	10.46'	N 88° 25' 30" W	10.45'
41	598.00'	14° 27' 11"	150.85'	N 87° 17' 08" E	150.45'
42	598.00'	10° 14' 10"	106.83'	N 89° 23' 39" E	106.69'
43	598.00'	4° 13' 01"	44.01'	N 82° 10' 03" E	44.00'
44	616.00'	14° 27' 11"	155.39'	N 87° 17' 08" E	154.98'
45	634.00'	14° 27' 11"	159.93'	N 87° 17' 08" E	159.51'
46	634.00'	4° 07' 51"	45.71'	N 87° 33' 12" W	45.70'
47	634.00'	7° 41' 05"	85.03'	N 86° 32' 20" E	84.97'
48	634.00'	2° 38' 15"	29.19'	N 81° 22' 40" E	29.18'
49	57.00'	68° 37' 50"	68.28'	N 45° 44' 37" E	64.27'
50	75.00'	68° 37' 50"	89.84'	N 45° 44' 37" E	84.56'
51	75.00'	30° 13' 12"	39.56'	N 26° 32' 18" E	39.10'
52	75.00'	38° 24' 38"	50.28'	N 60° 51' 13" E	49.34'
53	93.00'	12° 15' 01"	19.88'	N 73° 56' 02" E	19.85'
54	25.00'	79° 48' 12"	34.82'	N 72° 17' 23" W	32.07'
55	25.00'	58° 05' 05"	25.43'	N 04° 47' 28" W	24.27'
56	93.00'	12° 49' 22"	20.81'	N 17° 50' 24" E	20.77'
57	672.00'	12° 28' 31"	146.32'	N 27° 35' 44" W	146.03'
58	654.00'	14° 53' 25"	169.96'	N 28° 48' 11" W	169.49'
59	636.00'	11° 01' 48"	122.44'	N 26° 52' 23" W	122.25'
60	636.00'	9° 40' 12"	107.34'	N 27° 33' 11" W	107.21'
61	636.00'	1° 21' 36"	15.10'	N 22° 02' 17" W	15.10'
62	102.00'	23° 34' 28"	41.97'	N 09° 34' 15" W	41.67'
63	120.00'	23° 34' 28"	49.37'	N 09° 34' 15" W	49.03'
64	138.00'	23° 34' 28"	56.78'	N 09° 34' 15" W	56.38'
65	102.00'	24° 36' 58"	43.82'	N 10° 05' 29" W	43.49'
66	120.00'	24° 36' 58"	51.56'	N 10° 05' 29" W	51.16'
67	138.00'	24° 36' 58"	59.29'	N 10° 05' 29" W	58.83'
68	138.00'	21° 45' 34"	52.41'	N 08° 39' 47" W	52.09'
69	138.00'	2° 51' 24"	6.88'	N 20° 58' 16" W	6.88'
70	138.00'	29° 15' 49"	70.48'	N 07° 46' 03" W	69.72'
71	120.00'	29° 15' 49"	61.29'	N 07° 46' 03" W	60.63'
72	102.00'	29° 15' 49"	52.10'	N 07° 46' 03" W	51.53'
73	102.00'	27° 10' 50"	48.39'	N 08° 48' 33" W	47.94'
74	102.00'	2° 04' 59"	3.71'	N 05° 49' 22" E	3.71'
75	25.00'	78° 12' 22"	34.12'	N 47° 37' 37" E	31.54'
76	14.87'	91° 50' 08"	23.83'	N 37° 23' 38" W	21.36'
127	256.00'	30° 58' 25"	138.39'	N 84° 13' 31" E	136.71'
150	269.00'	19° 24' 21"	91.11'	N 84° 49' 21" E	90.67'
151	269.00'	14° 19' 58"	67.29'	N 87° 21' 33" E	67.12'
152	269.00'	5° 04' 23"	23.82'	N 77° 39' 22" E	23.81'
153	226.15'	49° 23' 01"	194.92'	N 56° 28' 40" W	188.94'
154	226.15'	32° 46' 38"	129.37'	N 64° 46' 51" W	127.62'
155	226.15'	16° 36' 22"	65.54'	N 40° 05' 21" W	65.32'
156	485.00'	15° 29' 00"	131.07'	N 86° 46' 13" E	130.67'
157	485.00'	3° 04' 51"	26.08'	N 87° 01' 42" W	26.08'
158	485.00'	10° 03' 14"	85.10'	N 86° 24' 15" E	85.00'
159	485.00'	2° 20' 55"	19.88'	N 80° 12' 11" E	19.88'
160	268.00'	26° 41' 14"	124.83'	N 11° 08' 53" W	123.70'
161	268.00'	14° 23' 10"	67.29'	N 04° 59' 51" W	67.11'
162	268.00'	12° 18' 04"	57.54'	N 18° 20' 28" W	57.43'
163	120.00'	33° 00' 56"	69.15'	N 07° 59' 02" W	68.20'
164	120.00'	11° 10' 31"	23.41'	N 18° 54' 15" W	23.37'
165	120.00'	21° 50' 25"	45.74'	N 02° 23' 47" W	45.47'
A	318.00'	1° 39' 35"	9.21'	N 07° 41' 39" E	9.21'
B	300.00'	1° 39' 35"	8.69'	N 07° 41' 39" E	8.69'
C	282.00'	1° 39' 35"	8.17'	N 07° 41' 39" E	8.17'

PLAT FOR  
 UNIT 1  
 THE GARDENS ON THE  
 RIO GRANDE SUBDIVISION  
 M.R.G.C.D. MAP NO. 38  
 WITHIN THE  
 TOWN OF ALBUQUERQUE GRANT  
 PROJECTED SECTION 13  
 TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 APRIL 1998

**The Gardens on the Rio Grande Subdivision  
Home Owners Association  
c/o 512 Cilantro LN, NW  
Albuquerque, New Mexico 87104**

**September 29, 2010**

**City of Albuquerque  
Design Review Board**

**RE: Tract C6, The Gardens on the Rio Grande Subdivision**

**To Whom It May Concern:**

**On behalf of The Gardens on the Rio Grande Subdivision HOA and as the former President of the Gardens Inc., developers of the Subdivision, I wish to submit the following request to the DRB:**

**The Gardens HOA, owners of Tract C6, consisting of 18096 SF, 0.4154 AC, wishes to sell said Tract. Tract C6 is within The Gardens Private Open Space established as part of The Gardens on the Rio Grande Subdivision by Plat in April of 1998. Due to Tract C6's configuration and location within The Gardens Subdivision, the HOA has been unable to adequately maintain this property. In addition, access by The Gardens HOA membership has been difficult and limited.**

**The sale of Tract C6 would restrict future uses to the existing uses as stated in The Gardens on the Rio Grande Subdivision CC&Rs. Public visual access to Tract C6 would remain the same as exists today. It is the desire of The Gardens HOA to enter into negotiations to sell Tract C6 with the current restrictions on its uses and as such The Gardens HOA needs to evaluate the City's requirements to do so.**

**Thank you for your attention to this request. Please mail correspondence to 512 Cilantro LN, NW with copies to The Gardens HOA 2647 Aloysia LN, NW 87104.**

**Sincerely yours,**



**On behalf of The Gardens HOA Board of Directors  
Richard L. Gonzales, HOA Member**

WARRANTY DEED

COPY

The Gardens, Inc., a New Mexico corporation, Grantor, for consideration paid, grants to The Gardens on the Rio Grande Subdivision Homeowners' Association, Inc., Grantee, whose address is 300 Central Avenue SW, Suite 2000-West, Albuquerque, New Mexico, 87102 the following described real estate in Bernalillo County, New Mexico:

Tracts C1(2.1131 ac.), C2 (1.4573 ac.), C3 (.5539 ac.), C4 (2.5104 ac.) and C6 (.3168 ac.), in Unit I, The Gardens on the Rio Grande Subdivision according to the Plat thereof recorded on May 20, 1998 in Book 99C, Page 122 of the real estate records of Bernalillo County, New Mexico,

and

Tract A in Unit II, The Gardens on the Rio Grande Subdivision according to the Plat thereof recorded on June 25, 1999 in Book 98C, Page 178 of the real estate records of Bernalillo County, New Mexico, subject to easements, restrictions, and encumbrances of record,

with warranty covenants.

Witness our hands and seals this 13<sup>th</sup> day of July, 1999.

THE GARDENS, INC.,  
a New Mexico corporation

By [Signature]  
Richard L. Gonzales, President

By [Signature]  
William T. Caniglia, Vice-President  
and Secretary

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

Barcode with text: Judy D. Woodward Bern. Co. ND R 7.00  
1999092213  
5252786  
Page: 1 of 1  
07/13/1999 03:47P  
Bk-9910 Pg-1964

This instrument was acknowledged before me on this 13<sup>th</sup> day of July, 1999 by Richard L. Gonzales and William T. Caniglia.

My Commission Expires:

January 20, 2003

[Signature]  
NOTARY PUBLIC

**AMENDED DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS  
FOR  
THE GARDENS ON THE RIO GRANDE SUBDIVISION  
UNIT 1  
and for the Creation and Maintenance of a  
Private Commons Development**

COPY



Judy D. Woodward Bern. Co. DEC R 75.00

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Section 1.14:            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 Tracts C2, C3, C4, C5, and C6.

Section 1.15:            Private Street.

The term "Private Street" shall mean the private streets providing access to the Lots identified on the Plat as Aloysia Lane NW, Cilantro Lane NW, and Laguna Seca Lane NW.

Section 1.16:            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 1.17:            Subdivision.

The term "Subdivision" shall mean The Gardens on the Rio Grande Subdivision, Unit I, created with the recording of the plat thereof described in Section 1.13.

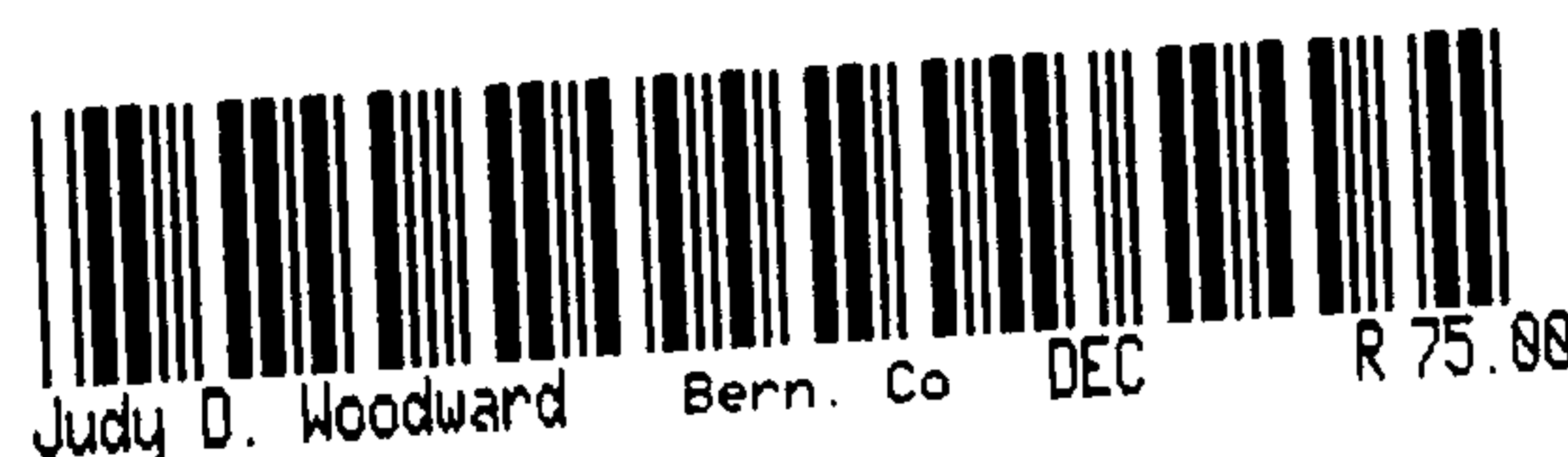
Section 1.18:            Subdivision Restrictions.

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.



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n. 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 building to be uninsurable or have such insurance canceled or suspended.

Section 3.03:            Private Common Area.

After recording the plat, the PCA shall be conveyed by Grantor to the Association. 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. 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. Individual lot owners and the members of the Homeowner's Association shall be jointly and severally liable for maintenance of the PCA.

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. The Grantor has created a Homeowner's Association for the purposes, and to undertake the powers, duties, and responsibilities described in this Declaration. The Homeowner's Association will function through a non-profit corporate entity known as The Gardens on Rio Grande Subdivision Homeowner's Association, Inc., a New Mexico Non-Profit Corporation.

The owners of all lots of The Gardens on Rio Grande Subdivision, Unit I (36 lots) and The Gardens on Rio Grande Subdivision, Unit III (23 lots), by nature of being an owner, and during the time as such owner remains an owner, shall be a member of the Association.



Judy D. Woodward    Bern. Co.    DEC    R 75.00

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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, 2000. 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:      Purpose.

The Association shall have the power to undertake and carry out the following purposes:

a. Take title to and own and operate the common areas described as follows:

Tracts C1 (2.1131 ac.), C2 (1.4573 ac.), C3 (.5539 ac.), C4 (2.5104 ac.), C5 (.5168 ac.) and C6 (.3168 ac.) in Unit I of the Subdivision and Tract A (.9363 ac.) in Unit III of the Subdivision.

b. Maintain and manage such common areas. Maintenance of such common areas shall consist of:

1. As to Tract C 1 and Tract A (private streets, including street lights): maintenance of surface, repair of cracks and potholes and general maintenance to keep the streets in a safe condition; creation of a reserve fund to provide for major repairs or replacement; signage and traffic control devices and maintenance, repair and replacement of such signs and traffic control devices; maintaining street lights, including cost of electricity.

2. As to Tracts C2, C3, C4, C5 and C6 (Private Common Area): grading, seeding, irrigation, fertilizing and mowing such area; landscaping of Tract C5 and maintenance of such landscaping.



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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

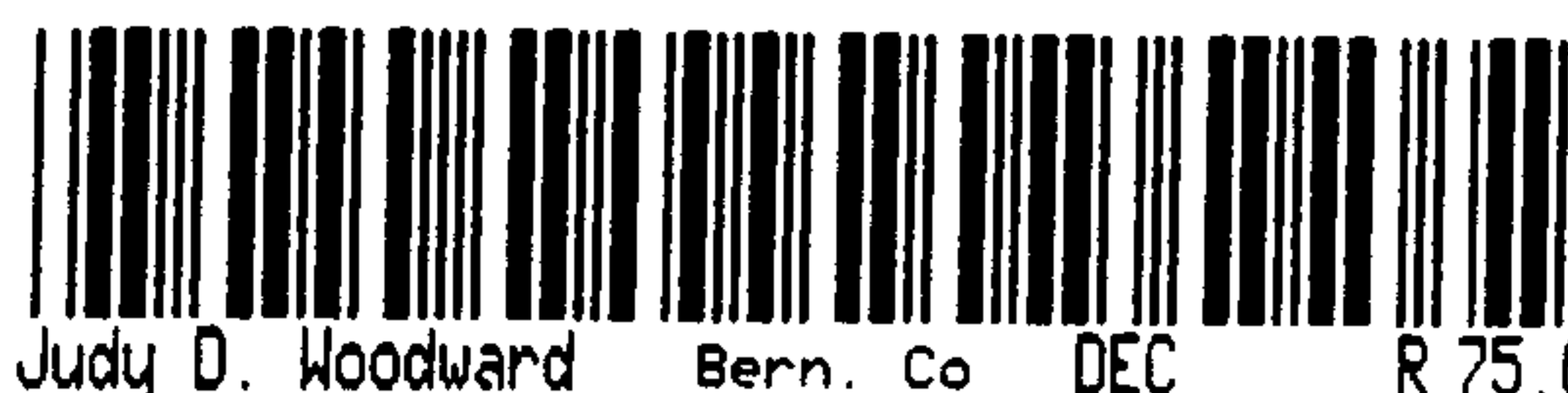
4. To contract and pay for the services of architects, engineers, attorneys, and certified public accountants, and other professional and non-professional services;

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 PCA 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 addressed 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, 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 5.04                      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 5.05                      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 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 agreement 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

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. The Gardens on Rio Grande Subdivision is a single subdivision developed in two phases, Unit I, containing 36 lots and Unit III, containing 23 lots. There is no Unit II in The Gardens Subdivision. Unit II describes a parcel of land south of the Subdivision and not a part of this Subdivision. All lots in the Subdivision are served by private streets and access to the Subdivision. It is the desire of the Grantors that The Gardens Subdivision be developed in accordance with a common plan, design, and scheme, therefore, although separate Declarations have been prepared and filed for, Unit I and Unit III, such Declarations should be construed and interpreted so as to enforce the common plan, design, and scheme created by both Declarations.

b. 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.

c. 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 Private Commons Development Regulations.

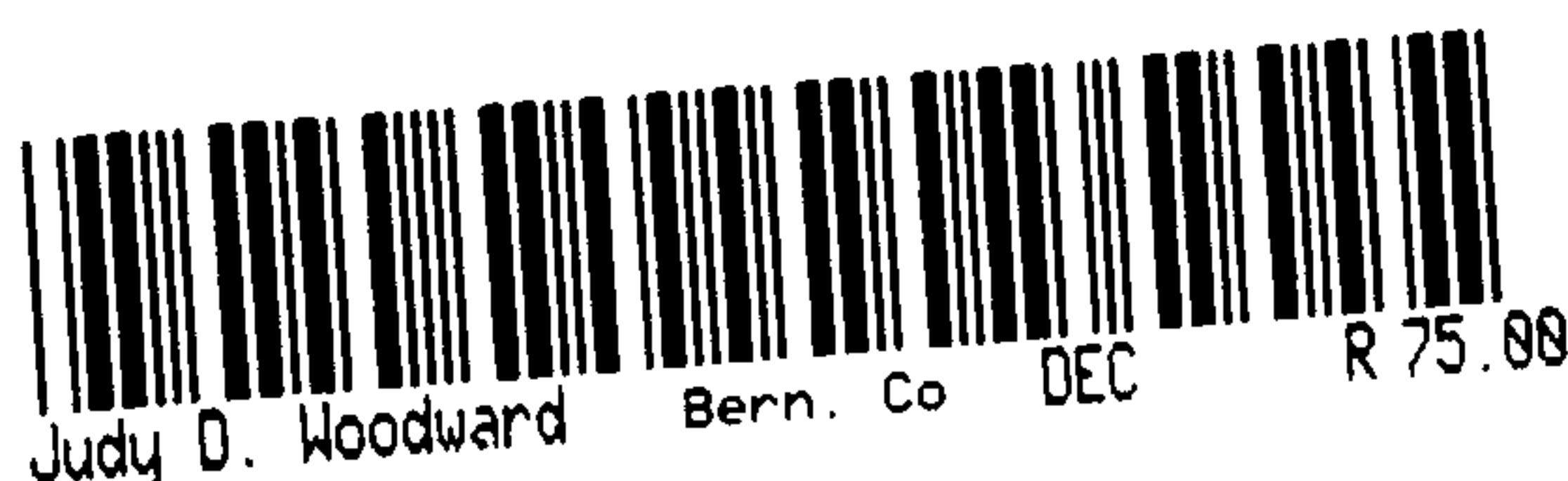
d. Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all of the provisions now or hereafter imposed by the Subdivision Restrictions upon the Association.

e. 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.

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

g. 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.

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



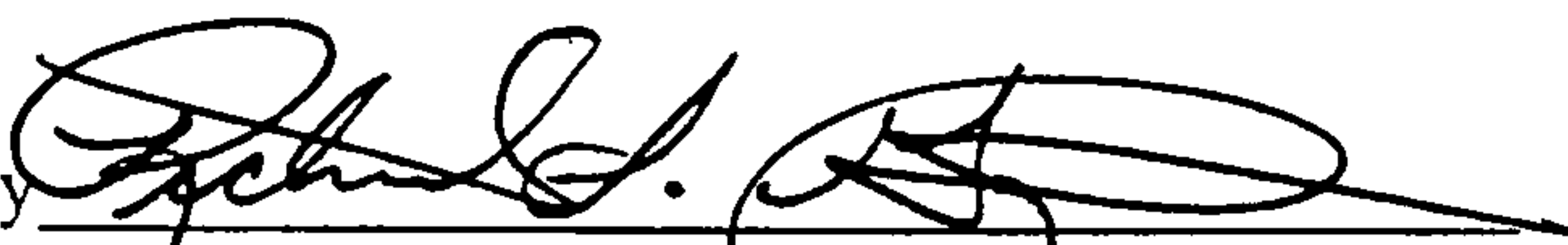
assessment, and no assessment or the proceeds of any assessment shall be considered income to the Association. No person has any right to appropriate or make use of such property, except as provided by the Subdivision Restrictions until and unless there has been a partition or distribution of such property. 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.

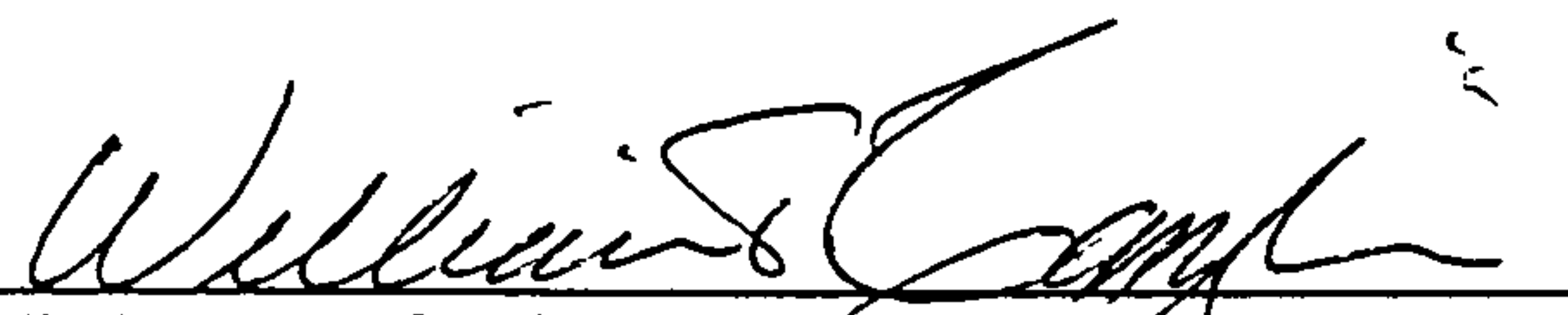
Section 11:09:                      Transfer of Common Area.

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 Stat 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 alien 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.

THE GARDENS, INC.,  
a New Mexico corporation

By   
Richard L. Gonzales, President

By   
William T. Caniglia, Vice-President  
and Secretary



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

This instrument was acknowledged before me on this 13<sup>th</sup> day of July, 1999, by Richard L. Gonzales and William T. Caniglia.

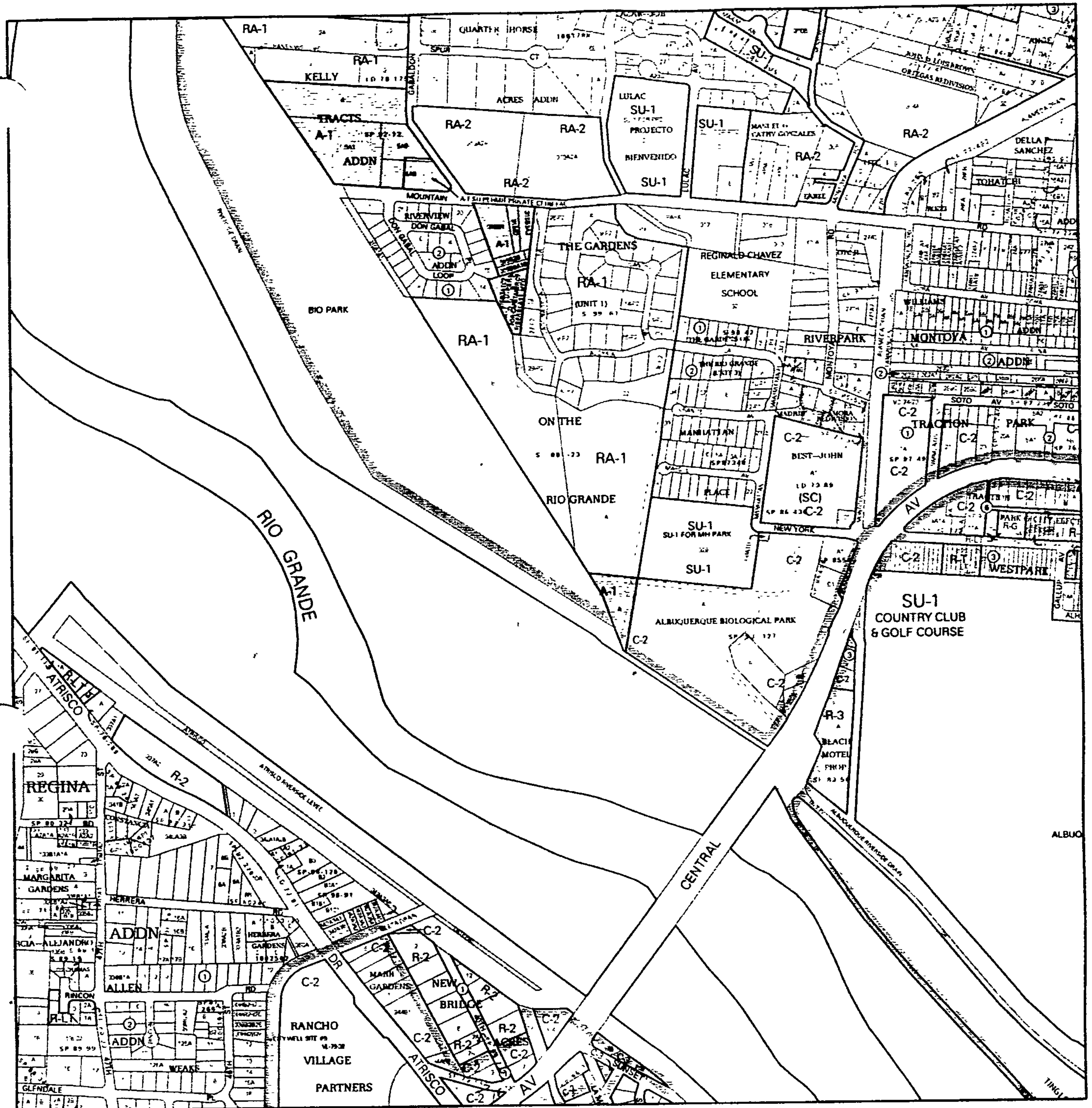
WITNESS my hand and official seal.

My Commission Expires:

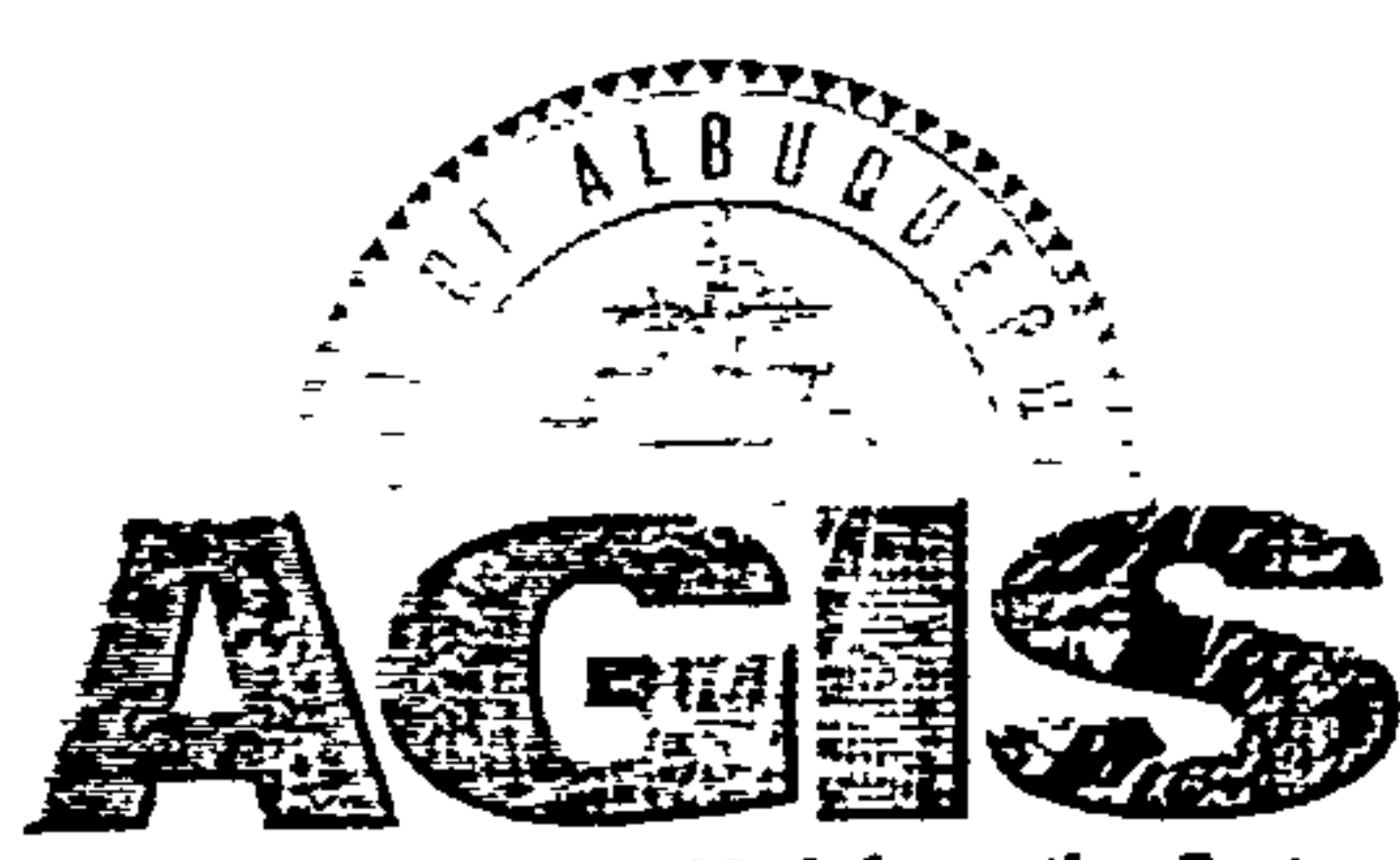
January 28, 2003

[Signature]  
NOTARY PUBLIC

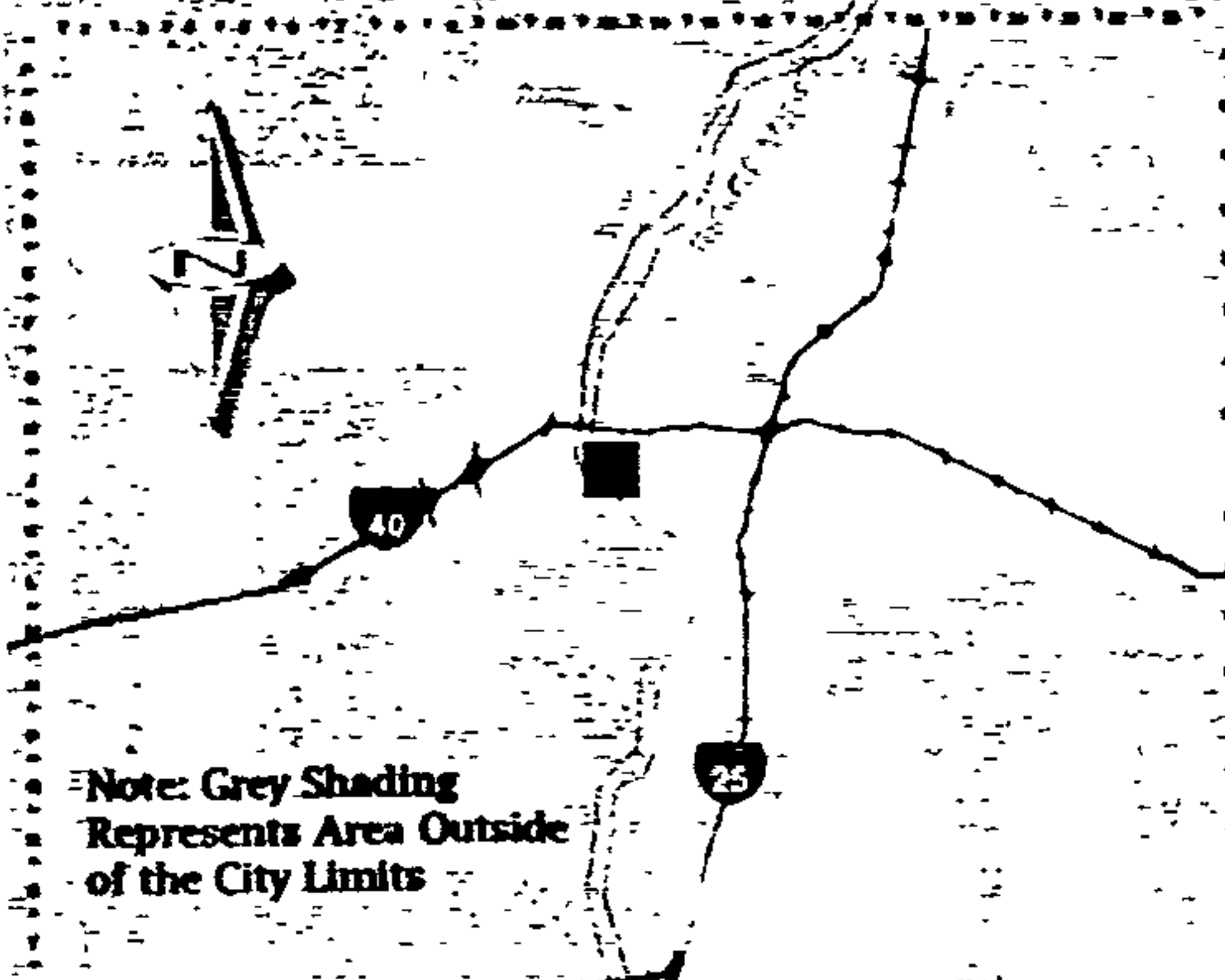
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For more current information and more details visit: <http://www.cabq.gov/gis>



Map amended through: Apr 07, 2005



Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**J-12-Z**

Selected Symbols

Outside City Limits	Petroglyph Mon.
Sector Plans	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zone	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone

0 750 1,500 Feet

# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

### SUBDIVISION

- Major Subdivision action
- Minor Subdivision action (Sketch)
- Vacation
- Variance (Non-Zoning)

### SITE DEVELOPMENT PLAN

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

### STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

Supplemental form

### S Z ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- 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 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.

### APPLICATION INFORMATION:

Professional/Agent (if any): RICHARD L. GONZALES PHONE (505) 362-7218  
 ADDRESS: 512 CILANTRO LN NW FAX: \_\_\_\_\_  
 CITY: ALB. STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

APPLICANT: THE GARDENS on the Rio Grande SUB. I/A PHONE: 362-7218  
 ADDRESS: 2647 ALOYSIA LN NW FAX: \_\_\_\_\_  
 CITY: ALB. STATE NM ZIP 87104 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNERS List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: SEE ATTACH LETTER 9/29/10

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

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

Lot or Tract No. TRACT C6 Block: \_\_\_\_\_ Unit: I  
 Subdiv/Addn/TBKA: THE GARDENS on the Rio Grande SUB.  
 Existing Zoning: PRIV. COMMON AREA Proposed zoning: SAME MRGCD Map No 38  
 Zone Atlas page(s): J-12 UPC Code: \_\_\_\_\_

### CASE HISTORY:

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

SUBDIVISION ACTION 1998

### CASE INFORMATION:

Within city limits?  Yes Within 1000FT of a landfill? NO  
 No. of existing lots: SEE PLOT No. of proposed lots: SAME Total area of site (acres): 0.4157 AC  
 LOCATION OF PROPERTY BY STREETS: On or Near: LAGUNA SECA LN. NW  
 Between: "END OF" and \_\_\_\_\_

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

SIGNATURE: [Signature] DATE 9/29/10

(Print) RICHARD L. GONZALES Applicant:  Agent:

### FOR OFFICIAL USE ONLY

Form revised 4/07

	Application case numbers	Action	S.F	Fees
<input type="checkbox"/> INTERNAL ROUTING				
<input checked="" type="checkbox"/> All checklists are complete	<u>10DRB - 70278</u>	<u>SK</u>		<u>\$ 0</u>
<input checked="" type="checkbox"/> All fees have been collected				\$ _____
<input checked="" type="checkbox"/> All case #s are assigned				\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent				\$ _____
<input checked="" 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>October 29 2010</u>			Total <u>\$ 0</u>

[Signature] 9-29-10  
 Planner signature / date

Project # 10088526

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

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** **Your attendance is required.**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, 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) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** **Your attendance is required.**

- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Copy of DRB approved infrastructure list
  - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
  - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** **Your attendance is required.**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** **Your attendance is required.**

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, 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) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** **Your attendance is required.**

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**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

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

*RICHARD L. GONZALES*  
 \_\_\_\_\_  
 Applicant name (print)  
*[Signature]*  
 \_\_\_\_\_  
 Applicant signature / date

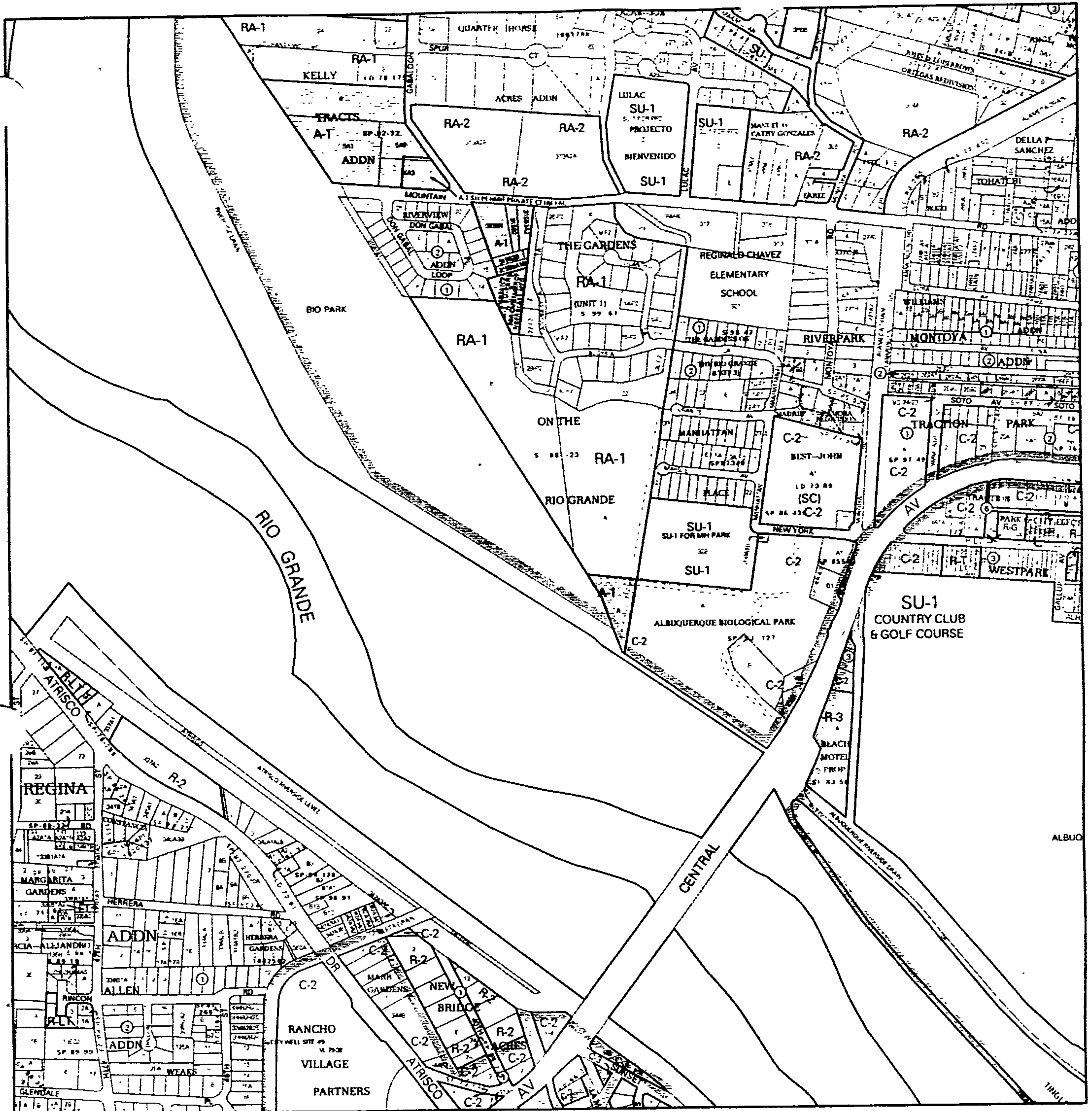


Form revised October 2007

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

Application case numbers  
 10DRB- \_\_\_\_\_ - 70278  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_  
 Planner signature / date  
 Project # 1008526



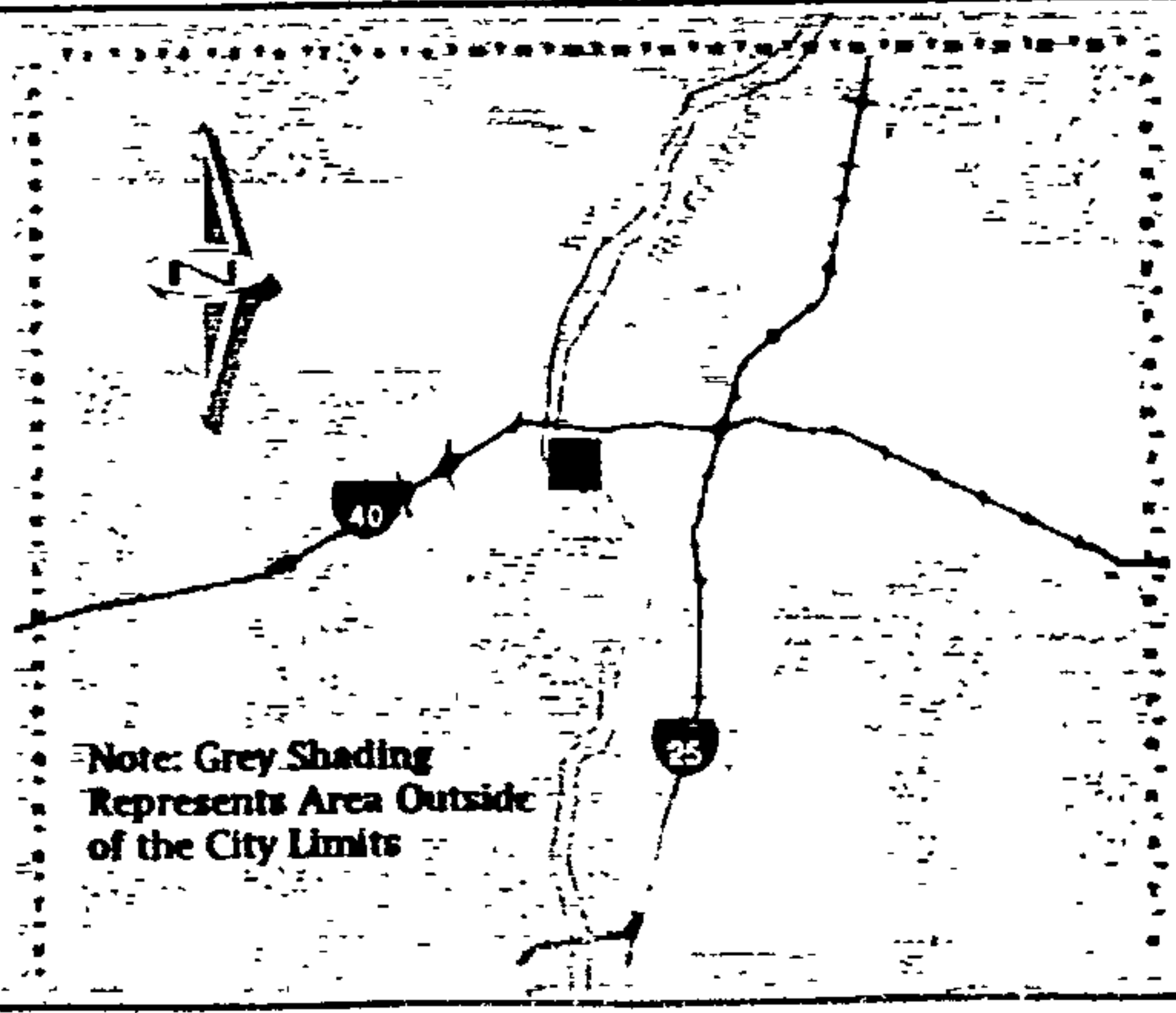
For more current information and more details visit: <http://www.cabq.gov/gis>

Zone Atlas Page:

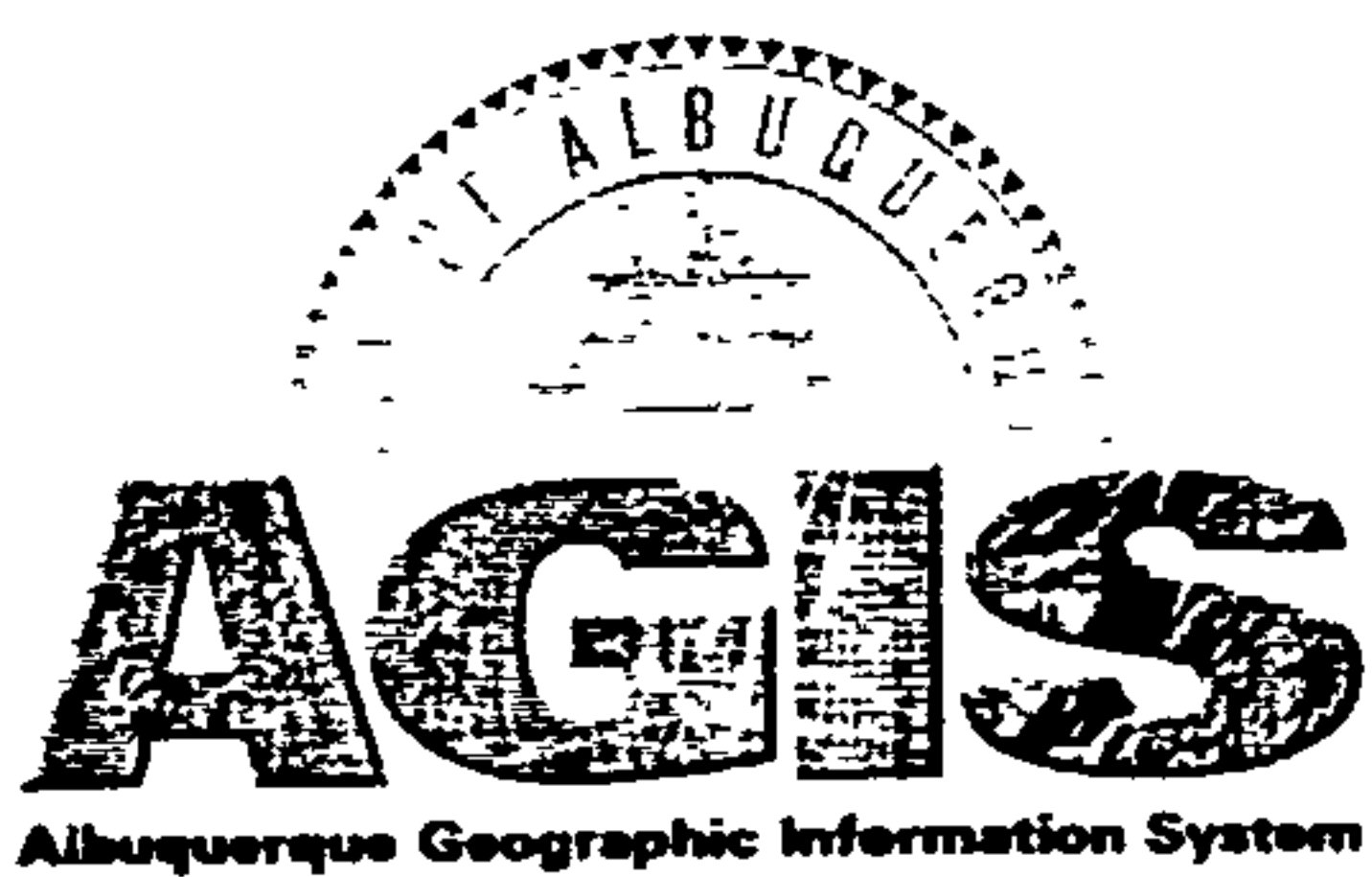
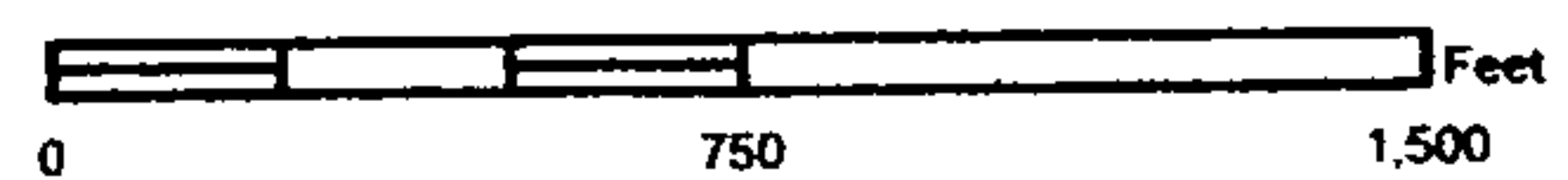
**J-12-Z**

Selected Symbols

- Outside City Limits
- Sector Plans
- Design Overlay Zones
- City Historic Zone
- H-1 Buffer Zone
- Petroglyph Mon.
- ▽ Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone



Note: Grey Shading Represents Area Outside of the City Limits



Map amended through: Apr. 07, 2005

***The Gardens on the Rio Grande Subdivision  
Home Owners Association  
c/o 512 Cilantro LN, NW  
Albuquerque, New Mexico 87104***

1  
2  
3  
4  
5

***September 29, 2010***

***City of Albuquerque  
Design Review Board***

***RE: Tract C6, The Gardens on the Rio Grande Subdivision***

***To Whom It May Concern:***


***On behalf of The Gardens on the Rio Grande Subdivision HOA and as the former President of the Gardens Inc., developers of the Subdivision, I wish to submit the following request to the DRB:***

***The Gardens HOA, owners of Tract C6, consisting of 18096 SF, 0.4154 AC, wishes to sell said Tract. Tract C6 is within The Gardens Private Open Space established as part of The Gardens on the Rio Grande Subdivision by Plat in April of 1998. Due to Tract C6's configuration and location within The Gardens Subdivision, the HOA has been unable to adequately maintain this property. In addition, access by The Gardens HOA membership has been difficult and limited.***

***The sale of Tract C6 would restrict future uses to the existing uses as stated in The Gardens on the Rio Grande Subdivision CC&Rs. Public visual access to Tract C6 would remain the same as exists today. It is the desire of The Gardens HOA to enter into negotiations to sell Tract C6 with the current restrictions on its uses and as such The Gardens HOA needs to evaluate the City's requirements to do so.***

***Thank you for your attention to this request. Please mail correspondence to 512 Cilantro LN, NW with copies to The Gardens HOA 2647 Aloysia LN, NW 87104.***

***Sincerely yours,***



---

***On behalf of The Gardens HOA Board of Directors  
Richard L. Gonzales, HOA Member***

**AMENDED DECLARATION OF  
RESTRICTIONS, COVENANTS AND CONDITIONS  
FOR  
THE GARDENS ON THE RIO GRANDE SUBDIVISION  
UNIT 1  
and for the Creation and Maintenance of a  
Private Commons Development**

COPY



Judy D. Woodward Bern. Co. DEC R 75.00

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Section 1.14:            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 Tracts C2, C3, C4, C5, and C6.

Section 1.15:            Private Street.

The term "Private Street" shall mean the private streets providing access to the Lots identified on the Plat as Aloysia Lane NW, Cilantro Lane NW, and Laguna Seca Lane NW.

Section 1.16:            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 1.17:            Subdivision.

The term "Subdivision" shall mean The Gardens on the Rio Grande Subdivision, Unit I, created with the recording of the plat thereof described in Section 1.13.

Section 1.18:            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.



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n. 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 building to be uninsurable or have such insurance canceled or suspended.

Section 3.03: Private Common Area.

After recording the plat, the PCA shall be conveyed by Grantor to the Association. 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. 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. Individual lot owners and the members of the Homeowner's Association shall be jointly and severally liable for maintenance of the PCA.

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. The Grantor has created a Homeowner's Association for the purposes, and to undertake the powers, duties, and responsibilities described in this Declaration. The Homeowner's Association will function through a non-profit corporate entity known as The Gardens on Rio Grande Subdivision Homeowner's Association, Inc., a New Mexico Non-Profit Corporation.

The owners of all lots of The Gardens on Rio Grande Subdivision, Unit I (36 lots) and The Gardens on Rio Grande Subdivision, Unit III (23 lots), by nature of being an owner, and during the time as such owner remains an owner, shall be a member of the Association.



Judy D. Woodward

Bern. Co

DEC

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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, 2000. 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!      Purpose.

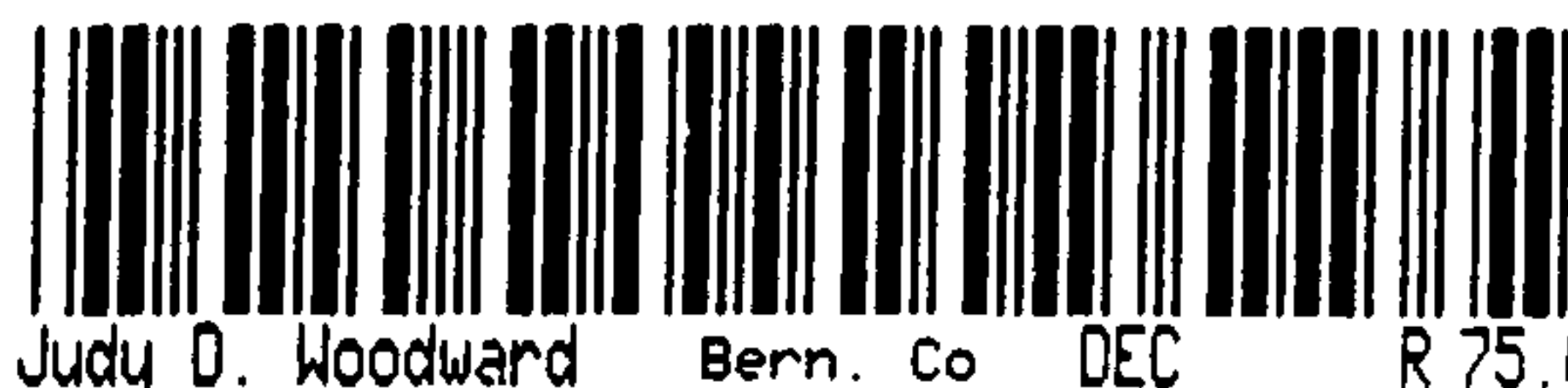
The Association shall have the power to undertake and carry out the following purposes:

a. Take title to and own and operate the common areas described as follows:

Tracts C1 (2.1131 ac.), C2 (1.4573 ac.), C3 (.5539 ac.), C4 (2.5104 ac.), C5 (.5168 ac.) and C6 (.3168 ac.) in Unit I of the Subdivision and Tract A (.9363 ac.) in Unit III of the Subdivision.

b. Maintain and manage such common areas. Maintenance of such common areas shall consist of:

1. As to Tract C 1 and Tract A (private streets, including street lights): maintenance of surface, repair of cracks and potholes and general maintenance to keep the streets in a safe condition; creation of a reserve fund to provide for major repairs or replacement; signage and traffic control devices and maintenance, repair and replacement of such signs and traffic control devices; maintaining street lights, including cost of electricity.
2. As to Tracts C2, C3, C4, C5 and C6 (Private Common Area): grading, seeding, irrigation, fertilizing and mowing such area; landscaping of Tract C5 and maintenance of such landscaping.



Judy D. Woodward    Bern. Co    DEC    R 75.00

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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

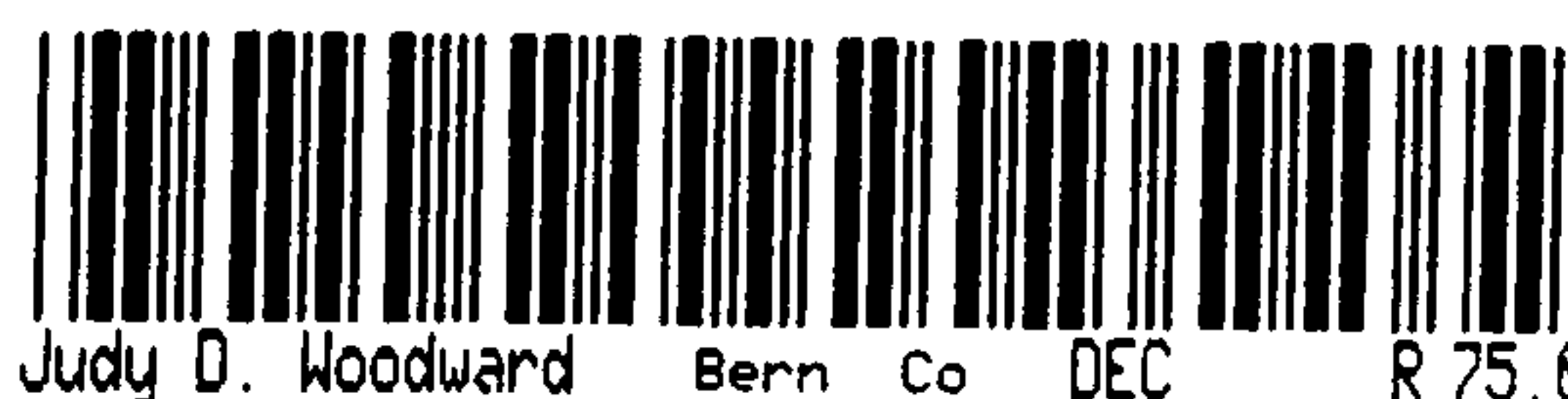
4. To contract and pay for the services of architects, engineers, attorneys, and certified public accountants, and other professional and non-professional services;

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 PCA 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 addressed 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, 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 5.04                      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 5.05                      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 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 agreement 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



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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. The Gardens on Rio Grande Subdivision is a single subdivision developed in two phases, Unit I, containing 36 lots and Unit III, containing 23 lots. There is no Unit II in The Gardens Subdivision. Unit II describes a parcel of land south of the Subdivision and not a part of this Subdivision. All lots in the Subdivision are served by private streets and access to the Subdivision. It is the desire of the Grantors that The Gardens Subdivision be developed in accordance with a common plan, design, and scheme, therefore, although separate Declarations have been prepared and filed for, Unit I and Unit III, such Declarations should be construed and interpreted so as to enforce the common plan, design, and scheme created by both Declarations.

b. 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.

c. 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 Private Commons Development Regulations.

d. 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.

e. 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.

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

g. 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.

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



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.

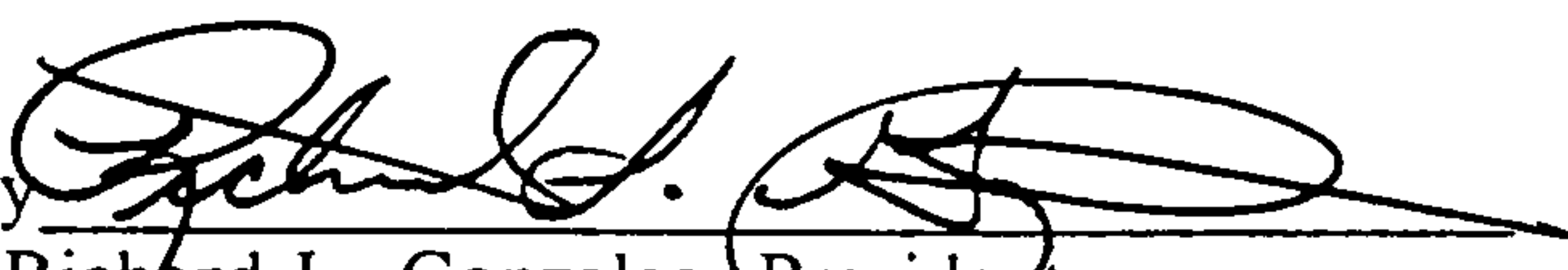
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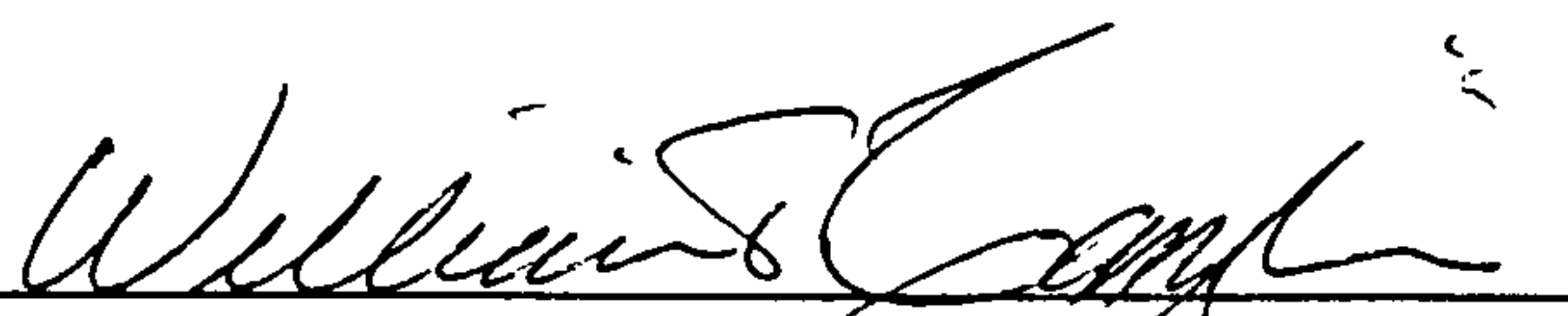
Transfer of Common Area,

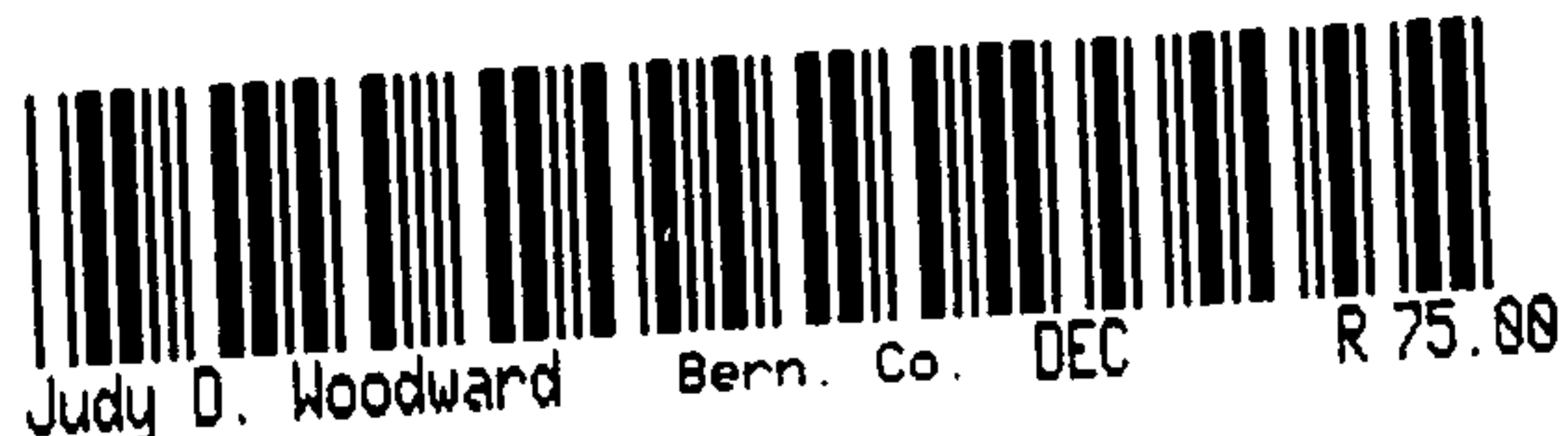
Grantor shall transfer and convey to the Association, and the Association shall accept, the Common Areas. The Common Areas may be subject to any or all of the following exceptions, liens, and encumbrances: (a) the lien of real property taxes and assessments not delinquent; (b) such easements and rights 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 Stat 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 alien 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.

THE GARDENS, INC.,  
a New Mexico corporation

By   
Richard L. Gonzales, President

By   
William T. Caniglia, Vice-President  
and Secretary



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

This instrument was acknowledged before me on this 13<sup>th</sup> day of July, 1999, by Richard L. Gonzales and William T. Caniglia.

WITNESS my hand and official seal.

My Commission Expires:

January 28, 2003

[Signature]  
NOTARY PUBLIC

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WARRANTY DEED

COPY

The Gardens, Inc., a New Mexico corporation, Grantor, for consideration paid, grants to The Gardens on the Rio Grande Subdivision Homeowners' Association, Inc., Grantee, whose address is 300 Central Avenue SW, Suite 2000-West, Albuquerque, New Mexico, 87102 the following described real estate in Bernalillo County, New Mexico:

Tracts C1(2.1131 ac.), C2 (1.4573 ac.), C3 (.5539 ac.), C4 (2.5104 ac.) and C6 (.3168 ac.), in Unit I, The Gardens on the Rio Grande Subdivision according to the Plat thereof recorded on May 20, 1998 in Book 99C, Page 122 of the real estate records of Bernalillo County, New Mexico,

and

Tract A in Unit II, The Gardens on the Rio Grande Subdivision according to the Plat thereof recorded on June 25, 1999 in Book 98C, Page 178 of the real estate records of Bernalillo County, New Mexico, subject to easements, restrictions, and encumbrances of record,

with warranty covenants.

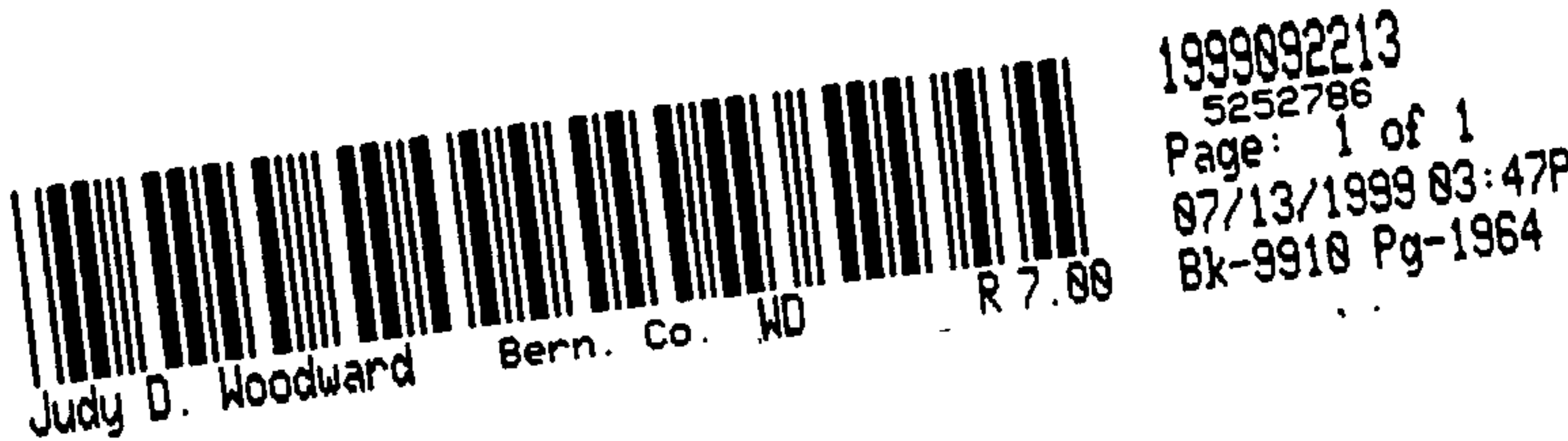
Witness our hands and seals this 13<sup>th</sup> day of July, 1999.

THE GARDENS, INC.,  
a New Mexico corporation

By [Signature]  
Richard L. Gonzales, President

By [Signature]  
William T. Caniglia, Vice-President  
and Secretary

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



This instrument was acknowledged before me on this 13<sup>th</sup> day of July, 1999 by Richard L. Gonzales and William T. Caniglia.

My Commission Expires:

January 28, 2003

[Signature]  
NOTARY PUBLIC