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~ 2012 ACEC/NM Award Winner for Engineering Excellence ~

~ 2008 ACEC/NM Award Winner for Engineering Excellence ~

January 27, 2016

Mr. Jack Cloud DRB Chair City of Albuquerque PO Box 1293 Albuquerque, NM 87103

Re:

Desert Ridge Place Unit 3 Subdivision – (DRB 1010888) Zone Atlas C-20

Request approval of Preliminary Plat / Final Plat, Temporary sidewalk deferral and

Sidewalk waiver

Dear Mr. Cloud:

On behalf of our clients we are requesting the above actions from the DRB.

This is a 10 lot subdivision, located north and adjacent to Holly Avenue just west of Ventura Street. This subdivision will become a part of the existing private gated community known as Desert Ridge Place. We have already been coordinating the development of this site with the current Home Owners Association representatives, and intend to abide by all the bylaws found in the "Declaration of Covenants, Conditions and Restrictions" of the Desert Ridge Place Homeowners Association, Inc.

Please contact our office if you have any questions or comments.

Sincerely,

MARK GOODWIN & ASSOCIATES, PA

Diane Hoelzer, PE

Senior Engineer

DLH/dlh Attachments

Declaration of Covenants, Conditions and Restrictions

Desert Ridge Place Homeowners Association, Inc.

- (o) "Private Roads" shall mean Desert Shadow Way N.E., Desert Fox Way N.E., Desert Finch Lane N.E., and Moonridge Trail N.E., which are also described as Parcel 1 of the Subdivision.
- (p) "Private Storm Drainage Easements" shall mean the private storm drainage easements shown on the Plat Easement Notes as numbers 1 and 3A.

(q) "Private Trail Easement" shall mean the ten foot (10') private trail access easement showp on the Plat Easement Notes as number 4,

(r) "Rowe Property" shall mean and refer to Lots 25 and 26, Block 9, Tract 3, Unit 3, North Albuquerque Acres, as the same are shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on September 10, 1931.

- (s) "Security Gate" shall mean the gate on the intersections of Desert Shadow Way N.E. and Holly Avenue N.E.
- Land Use and Building Type. The Subdivision will be a gated community consisting of Private Roads, street signs and street lamps all of which shall be maintained by the Association. No Lot, or portion of a Lot, shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot for use other than one Dwelling with a private garage attached to the Dwelling, for not less than two (2) automobiles. All Dwellings shall be constructed of frame/stucco and shall be of a contemporary southwest style with such stone accents as may be approved by the Committee (as hereinafter defined). The stucco is to be of sanded trowel finish. The stucco colors are to be limited to earth tones approved by the Committee. All buildings, except for covered porches and accessory buildings, shall have a pitched concrete tile roof or a flat roof. Front exterior light fixtures will be ceramic or concealed droplights and the design will be the same for all homes. Dwelling numbers will be ceramic tile or as approved by the Committee. There shall also be permitted, (upon approval of the Committee), but not required, one (1) detached accessory building for storage of garden tools, garden and household furnishings, not to exceed 100 square feet and not to exceed eight (8) feet in height. The accessory building must be located inside required property line setbacks and not be visible from the Private Roads. The exterior of any accessory building shall be roofed and stuccoed to match the exterior color of the Dwelling. The Committee will need to approve anything other than a standard gray concrete driveway or walkway.
- 3. <u>Architectural Control Committee</u>. An architectural control committee (the "<u>Committee</u>") is hereby established and shall be comprised of five (5) persons, each of whom shall serve until his or her successor is appointed and qualified or his or her obligations otherwise terminate.

The following persons are hereby appointed and declared to comprise the Committee:



shall be undertaken or carried on, upon, or from any I.ot, except only the original sales and subsequent sales of the Lots and the Dwellings constructed and to be constructed thereon. No stores, shops, businesses, commercial, or industrial buildings, or other such structures of whatever type shall be erected, placed, altered, or permitted to remain upon any Lot, except only in connection with the original development and sales of the Lots and construction and sales of the Dwellings, such as model homes or a show home, or a sales office.

Home offices shall be allowed in occupied Dwellings under the following guidelines:

- A. There shall be no signs and/or advertising of the home office;
- B. The garage shall remain a garage and shall not be converted to an office; and
- C. There shall be a maximum of one customer and the Owner of the Lot conducting business at any one time from the home office.
- 28. Additional Property. Declarant shall have the right, without the consent of the Association, or any Owners, or lenders having liens on any of the Subdivision, to make the Additional Property subject to this Declaration. Each parcel of the Additional Property which is platted for single family residential use shall be deemed a Lot for purposes of membership in the Association and assessments.
- 29. Condominium Property. Declarant shall have the right, without the consent of the Association, any Owners or lenders having liens on any of the Property, to grant to the owners of the Condominium Property and any homeowners association created therefor ("Condominium Association"), access rights to and from the Private Roads and use of the Security Gate. Each unit of the Condominium Property ("Condominium Unit") shall be deemed a Lot for purposes of this Declaration, and the Owner of each Condominium Unit shall be a Member of the Association, with full rights and obligations appertaining thereto. The Association shall pay all costs of maintenance and utilities (if separately metered) related to the road, street lighting and perimeter walls within the Condominium Property. The Condominium Association and/or Owners of the Condominium Units shall be responsible for all other maintenance within the Condominium Property. The obligation for payment of the Annual Assessments by the Owners of the Condominium Units shall commence upon the closing on the sale of each Condominium Unit to a third party by the builder thereof.
- 30. Rowe Property. Upon the written notice from the owner of the Rowe Property, and upon the owner of the Rowe Property filing a supplemental declaration to this Declaration without the consent of the Association or any Owners, or lenders having liens on any portion of the Subdivision, the Rowe Property shall be subjected to this Declaration, as hereinafter qualified, and the owners of the Rowe Property, shall have access rights to and from the Private Roads and use of the Security Gate(s). The Rowe Property may contain single family or multifamily Dwellings as permitted by applicable governmental authorities and shall provide for

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necessary private roads and easements (including Perimeter Wall Easements). The owner of each platted parcel of the Rowe Property, whether single family dwelling units or multi-family dwelling units shall be Members of the Association, with full rights and obligations appertaining thereto. The owners of any multi-family dwelling unit parcel shall have one membership in the Association for each dwelling unit, and shall pay assessments for each such membership. The owner of the Rowe Property shall pay all costs for infrastructure and other improvements required by governmental authorities, as well as the cost for a perimeter wall around the southern and western boundaries thereof, which shall be of the same materials and colors as the Perimeter Wall. Membership in the Association and the obligation for payment of the annual assessments by the owners of the individual dwellings within the Rowe Property shall commence as to each such unit upon the substantial completion of the residential improvements thereon and the consummation of the initial sale of the Dwelling by the builder or occupancy of the Dwelling, whichever occurs first. The Association shall pay all costs of maintenance and utilities related to the road, street lighting and perimeter walls within the Rowe Property at such time as the first membership in the Association is granted to an owner of a portion of the Rowe Property. Notwithstanding the inclusion of the Rowe Property within this Declaration, the provisions of paragraph 2 hereof shall not apply, except that any dwellings and other buildings constructed on the Rowe Property shall be frame/stucco construction, of a southwestern style (may include pitched, concrete or clay tile roofs) and stucco colors which are earthtones. The construction on the Rowe Property shall not be subject to oversight by, or require approval of, the Committee, the Association or any other Owners of any portion of the Subdivision. Notwithstanding the preceding sentence, all other provisions of this Declaration shall apply to the Lots created within the Rowe Property and the construction of Improvements thereon including subsequent renovations to the initial Improvements, except the following additional paragraphs of this Declaration shall not apply to the Rowe Property: 3, 4, 7, 8, 18E, 19B, C and E and 23D. All rights and obligations with respect to the Rowe Property shall run with the Rowe Property.

Enforcement of Covenants. The violation or breach of any provision, condition, 31. restriction or covenant in this Declaration, after notice of such violation or breach has been presented to an Owner, shall give each other Owner, Declarant, the Association and the Committee the right to prosecute at law or in equity, the person or persons who have violated or are attempting to violate any provision, condition, restriction or covenant in this Declaration, to enjoin or prevent them from doing so, to cause the violations to be remedied or to recover damages for the violation. Any one of the above-listed persons or entities may so enforce this Declaration and the cooperation of any other person or entity is not required.

The result of every action or omission whereby any provision, condition, restriction or covenant in this Declaration is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission.

The failure of Declarant, the Committee, the Association or any Owner to enforce any provision, condition, restriction or covenant in this Declaration shall not be deemed to be a waiver of the

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