



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

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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.

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.

31. Enforcement of Covenants. The violation or breach of any provision, condition, 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

