

*Desert Ridge Place Unit 3 Subdivision  
(10 lots)*

*Drainage Management Plan*

*Prepared by  
Mark Goodwin & Associates, P.A.*

*January 2017*





# City of Albuquerque

Planning Department  
Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

**Project Title:** Desert Ridge Place Unit 3 **Building Permit #:** \_\_\_\_\_ **City Drainage #:** C20/  
**DRB#:** 1010888 **EPC#:** \_\_\_\_\_ **Work Order#:** \_\_\_\_\_  
**Legal Description:** Lots 25 and 26, Block 9, Tract 3, Unit 3, N.A.A.  
**City Address:** Holly Avenue, West of Ventura

**Engineering Firm:** MARK GOODWIN AND ASSOCIATES, PA **Contact:** Diane Hoelzer, PE  
**Address:** PO BOX 90606, ABQ, NM 87199  
**Phone#:** 828-2200 **Fax#:** \_\_\_\_\_ **E-mail:** diane@goodwinengineers.com

**Owner:** Rio Grande Realty & Investments, LLC **Contact:** Todd Kruger  
**Address:** 3701 Corrales Rd, Corrales, NM 87048  
**Phone#:** 250-8135 **Fax#:** \_\_\_\_\_ **E-mail:** tkruger@rqri.net

**Architect:** NA **Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Other Contact:** NA **Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

Check all that Apply:

**DEPARTMENT:**

- HYDROLOGY/ DRAINAGE
- TRAFFIC/ TRANSPORTATION
- MS4/ EROSION & SEDIMENT CONTROL

**CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:**

- BUILDING PERMIT APPROVAL
- CERTIFICATE OF OCCUPANCY

**TYPE OF SUBMITTAL:**

- ENGINEER/ ARCHITECT CERTIFICATION
- CONCEPTUAL G & D PLAN
- GRADING PLAN
- DRAINAGE MASTER PLAN
- DRAINAGE REPORT
- CLOMR/LOMR
- TRAFFIC CIRCULATION LAYOUT (TCL)
- TRAFFIC IMPACT STUDY (TIS)
- EROSION & SEDIMENT CONTROL PLAN (ESC)
- OTHER (SPECIFY) \_\_\_\_\_

- PRELIMINARY PLAT APPROVAL
- SITE PLAN FOR SUB'D APPROVAL
- SITE PLAN FOR BLDG. PERMIT APPROVAL
- FINAL PLAT APPROVAL
- SIA/ RELEASE OF FINANCIAL GUARANTEE
- FOUNDATION PERMIT APPROVAL
- GRADING PERMIT APPROVAL
- SO-19 APPROVAL
- PAVING PERMIT APPROVAL
- GRADING/ PAD CERTIFICATION
- WORK ORDER APPROVAL
- CLOMR/LOMR
- PRE-DESIGN MEETING
- OTHER (SPECIFY) \_\_\_\_\_

IS THIS A RESUBMITTAL?:  Yes  No

DATE SUBMITTED: January 26, 2017 By: Diane Hoelzer, PE

COA STAFF: \_\_\_\_\_ ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_

# *Desert Ridge Place Unit 3 Subdivision*

## *Table of Contents*

- I. PROJECT DESCRIPTION*
  - II. DESIGN CRITERIA AND PREVIOUS REPORTS*
  - III. EXISTING DRAINAGE CONDITIONS*
  - IV. DEVELOPED DRAINAGE CONDITIONS*
  - V. FIRST FLUSH PONDS*
- 
- FIGURE 1 Vicinity Map*
  - FIGURE 2 Aerial Google Earth Map*
  - FIGURE 3 Google Earth Overview*
  - FIGURE 4.1 Inlets in Holly Avenue adjacent to Project Site*
  - FIGURE 4.2 Inlets in Holly Avenue at Barstow Street*
  - FIGURE 4.3 Inlets in Holly Avenue and in Barstow Street*
  - FIGURE 4.4 Inlets in Barstow Street North at the Sump near the Channel*
- 
- APPENDIX A*
    - Infrastructure Lists*
    - Preliminary Plat*
    - Grading Plan*
    - Erosion and Sediment Control Plan*
  
  - APPENDIX B*
    - AHYMO hydrology printout*
    - First Flush Calculations*
    - Channel capacity calculation*
    - Street flow capacity calculation*
    - Excerpts from "Declaration of Covenants, Conditions, and Restrictions"*
- 
- POCKET 1 GRADING AND DRAINAGE PLAN*
    - PRELIMINARY PLAT*

## **I. PROJECT DESCRIPTION**

*The proposed Desert Place Unit 3 Subdivision covers an area of approximately 2.0 acres. This project will become an addition to the adjacent private gated community to the east known as "Desert Ridge Place". The existing Desert Finch Lane will be extended westward into this project site along with infrastructure that will support the development of ten additional residential lots. These ten residential lots will become part of the existing "Desert Ridge Place Home Owners Associations, Inc. and will abide by all the bylaws as spelled out in the "Declaration of Covenants, Conditions and Restrictions". Excerpts from this document that allow for the addition of these two lots to the existing gated community and HOA can be found in the Appendix B.*

## **II. DESIGN CRITERIA AND PREVIOUS DEVELOPMENT**

*The design criteria used in this report was in accordance with Section 22.2 Hydrology of the Development Process Manual, Volume 2, Design Criteria, January 1993 edition. The 100-year 6-hour storm event was analyzed to determine street capacities and sizing of the channel outfall to Holly Avenue using  $P(1\text{ hr})=2.20"$ ,  $P(6\text{ hr})=2.60"$ . The onsite Land Treatment values used were determined by measuring the total impervious area. First flush volumes were calculated using 0.34 inches of precipitation over the maximum roof area as has been the first flush "design criteria" used for recent previous subdivision developments.*

## **III. EXISTING DRAINAGE CONDITIONS**

*Under existing drainage conditions, the onsite drainage runoff flows in a west to southwest direction, ultimately discharging into the Holly Avenue right of way. All the drainage from the existing Desert Ridge Place subdivision located to the north and east is conveyed through street flow and intercepted by a storm drain system that conveys runoff to a larger storm drain in Carmel Avenue. Runoff in Holly Avenue is intercepted by the existing inlets adjacent to this project site and conveyed to the same this same storm drain in Carmel Avenue. Runoff from the apartments along the west property boundary flow to the west as does the runoff in Holly Avenue.*

## **IV. DEVELOPED DRAINAGE CONDITIONS**

*Under developed conditions, the onsite 100 year peak runoff was calculated to be 8.14 cfs. This runoff will be conveyed as street flow to the west before being intercepted by a proposed 4 foot wide channel that will convey runoff to the first flush pond (Pond A) located on Tract C. The overflow runoff from Pond A will spill through (2) 2' wide sidewalk culverts that discharge into Holly Avenue right of way. There are four existing inlets in Holly, two on each side, immediately south of the proposed subdivision. They are slightly upstream of where the proposed sidewalk culverts will discharge from Pond A. These inlets will obviously help attenuate the impact of discharging into Holly Avenue.*

*There are numerous additional inlets located downstream, in both Holly Avenue and Barstow Street that facilitate in intercepting runoff from this project site. Refer to Figures 4.1 through 4.4 google earth photo illustration.*

**V. FIRST FLUSH PONDS**

*Two types of first flush ponds will be incorporated into the development of this project.*

*Each lot will have a 6" depression area in the front yard as shown on the grading and drainage plan. These depression areas will be approximately 6 feet wide and 25 feet long and be 6 inches in depth. Each of the ten front yard depression areas are designed to intercept a runoff volume of approximately 22 cubic feet. Additional runoff will be conveyed as street flow to the west and then south through a 4 foot wide channel discharging into a "first flush" Pond A located in Tract C.*

*Pond "A" is designed to contain the remaining "first flush" volume. Runoff overflow from Pond "A" will be conveyed into Holly Avenue through (2) 2' wide sidewalk culverts. "First flush" calculations & design and channel capacity calculations may be found in the Appendix B.*





Camel Ave NE

Desert Shadow Way NE

Holly Ave NE

PROJECT SITE

423

Nor Este

Barlow St NE

© 2016 Google

Manual GAC NE

Oso Loco Dr NE

Oso Abrizo Dr NE

Figure 1 Vicinity Map





Figure 2 Aerial Google Earth Map





Figure 3 Google Earth Overview



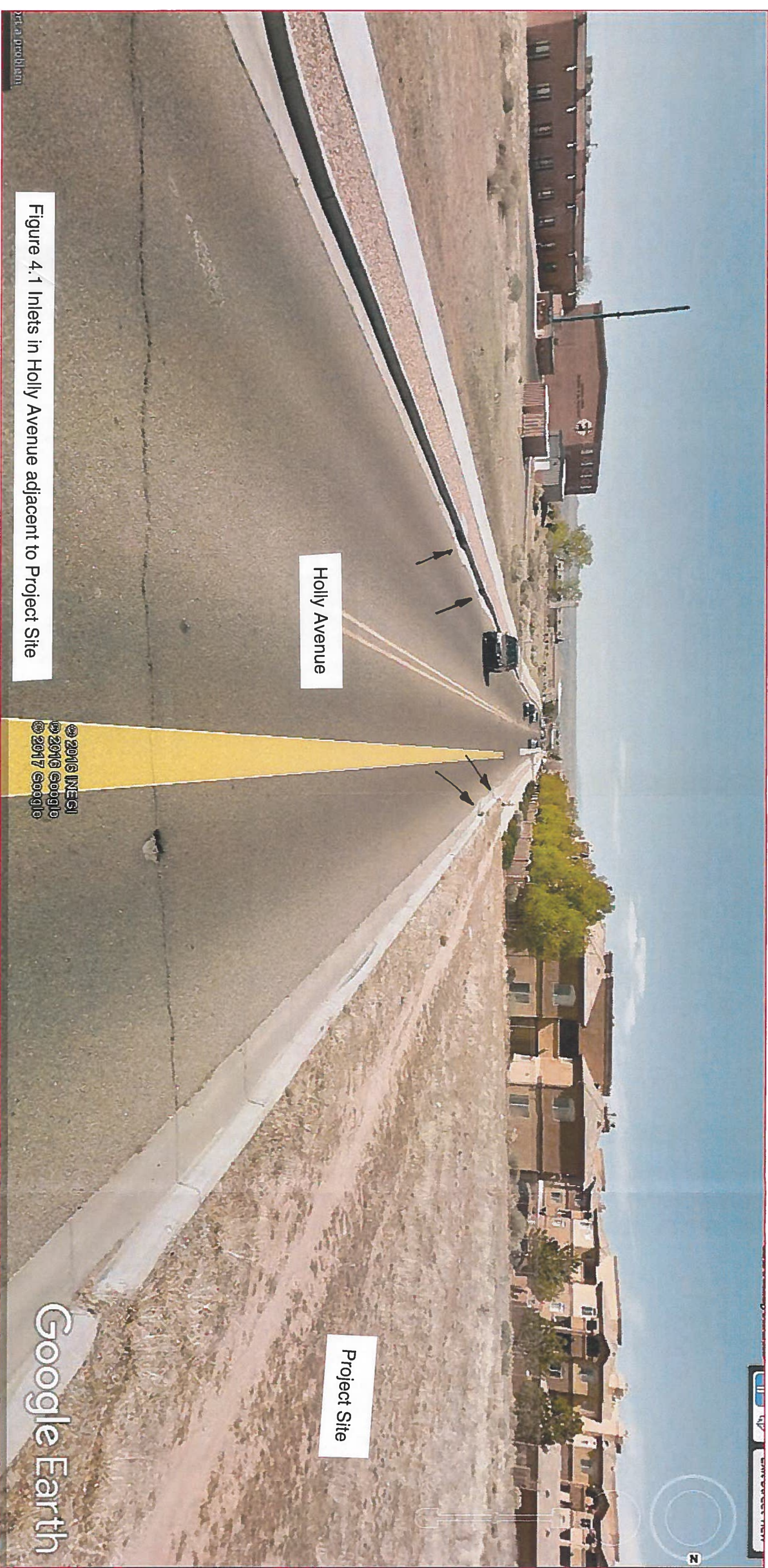
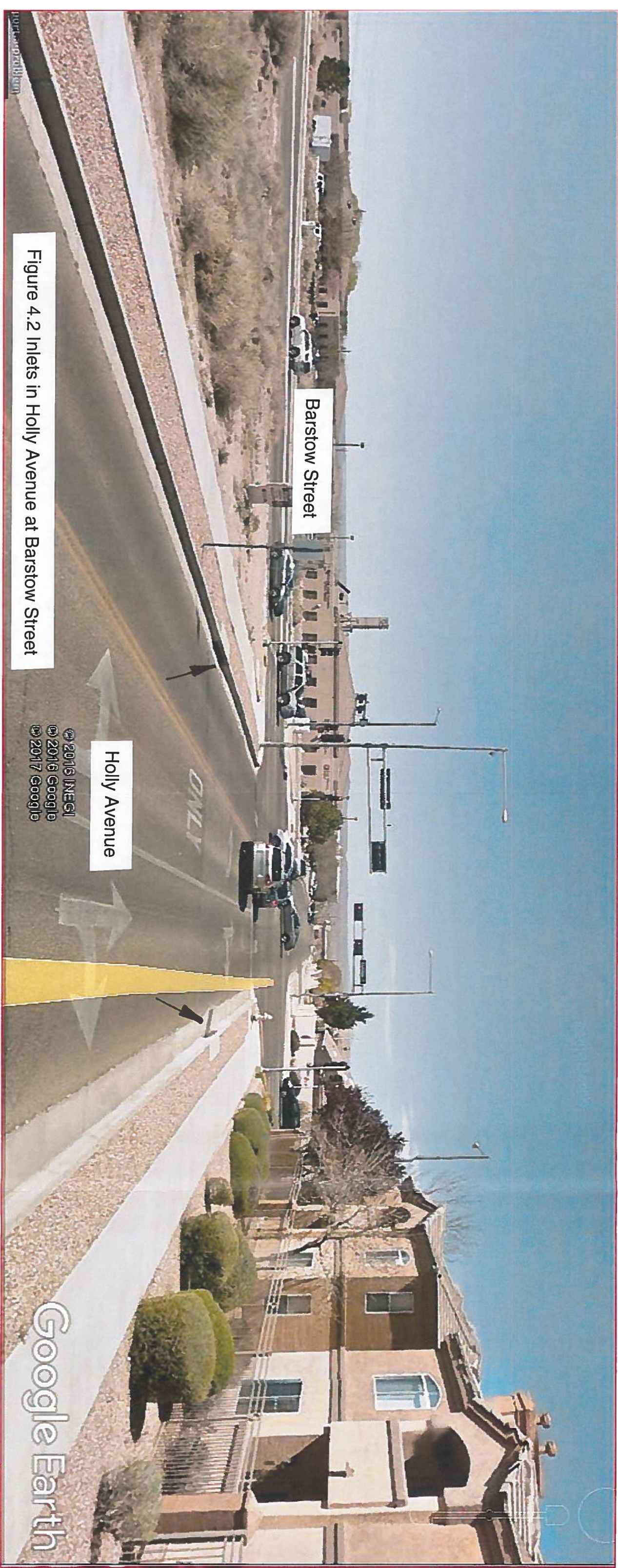


Figure 4.1 Inlets in Holly Avenue adjacent to Project Site





Barstow Street

Holly Avenue

Figure 4.2 Inlets in Holly Avenue at Barstow Street

© 2016 INEGI  
© 2016 Google  
© 2017 Google

Google Earth





Figure 4.3 Inlets at Holly Avenue and in Barstow Street

Google Earth

35°10'31.45" N 106°33'04.28" W elev 5477 ft eye alt 5789 ft

©2016 Google

1991



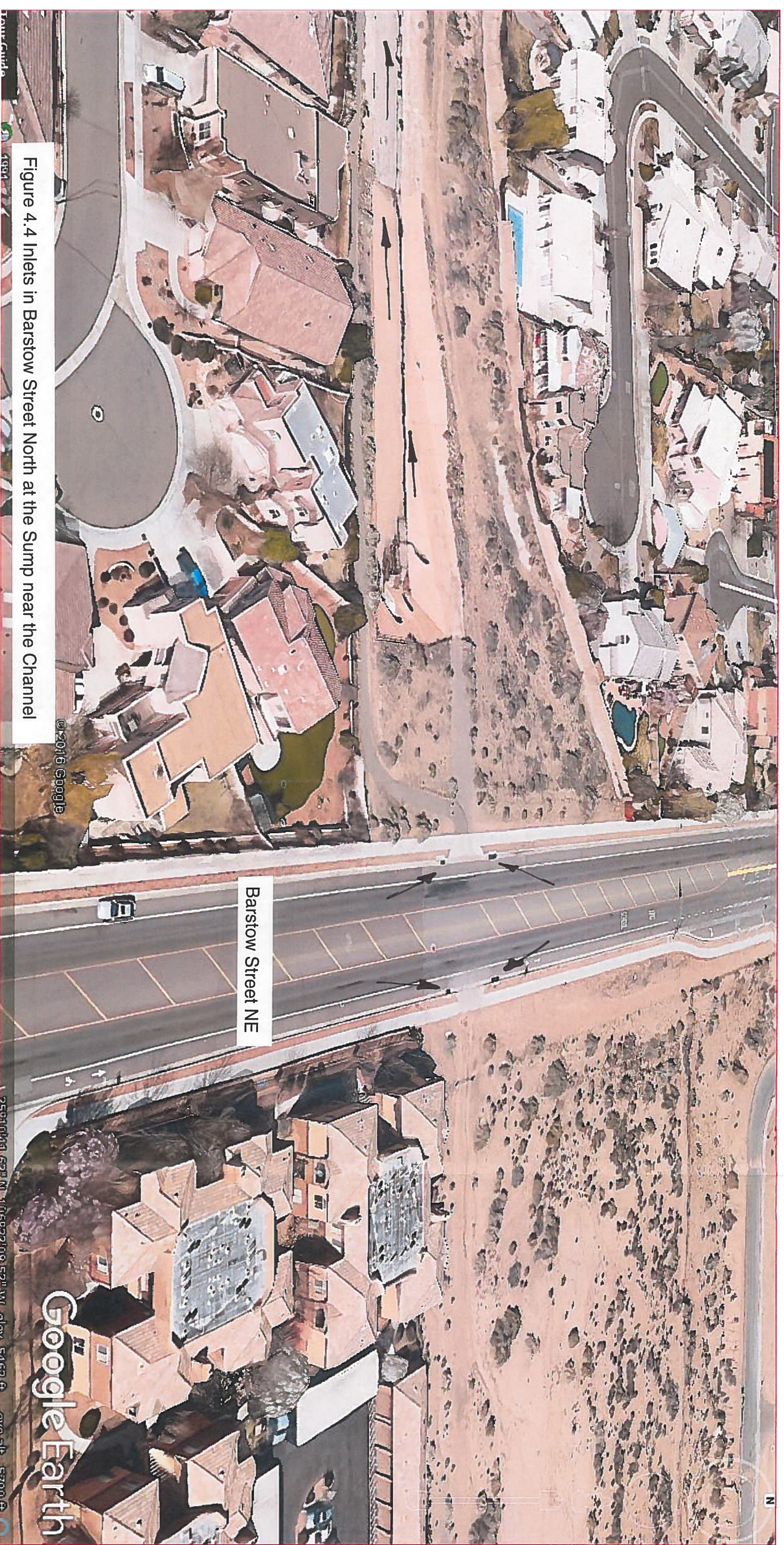


Figure 4.4 Inlets in Barstow Street North at the Sump near the Channel

Barstow Street NE

Google Earth



**APPENDIX A**

*Infrastructure Lists  
Preliminary Plat  
Grading Plan  
Erosion and Sediment Control Plan*



Current DRC

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

**FIGURE 12**

Date Submitted: 1/27/17

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

Date Preliminary Plat Approved: \_\_\_\_\_

Date Preliminary Plat Expires: \_\_\_\_\_

DRB Project No.: 1010888

DRB Application No.: \_\_\_\_\_

INFRASTRUCTURE LIST

EXHIBIT "A"

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

**Desert Ridge Place Unit 3**

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

**Lots 25 & 26, Block 9, Tract 3, Unit 3, N.A.A.**

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Enst Engineer
24' FF	Res Pvmt Curb & Gutter	Desert Finch Lane	Existing Pvmt Lot 13-P1	Hammerhead (Lot 1/6)	/	/	/
4'	Sidewalk (both sides) (1)				/	/	/
20' FF	Res Pvmt Curb & Gutter	Desert Finch Lane Hammerhead (120 Ft. )	Lot 1-P1	Lot 6-P1	/	/	/
<b>WATER</b>							
6"	Waterline	Desert Finch Lane	Existing 6" WL (@ Lot 13)	Hammerhead (Lot1/6)	/	/	/
6"	Waterline	Desert Finch Lane Hammerhead	Desert Finch Lane	Holly Ave. Exist. 8" WL	/	/	/
<b>SANITARY SEWER</b>							
8"	SAS	Desert Finch Lane	Lot 1 -P1 & 10-P1	Existing SAS West Property Boundary	/	/	/



Desert Ridge Place Unit 3 - DRB 1010888 (January 27, 2017)

**DRAINAGE**

First Flush Pond A

Tract C

Rundown to Pond

Tract C

2' Sidewalk Culverts ( 2 each)

Tract C

2' Sidewalk Culverts (2 each)

Holly Ave. RW

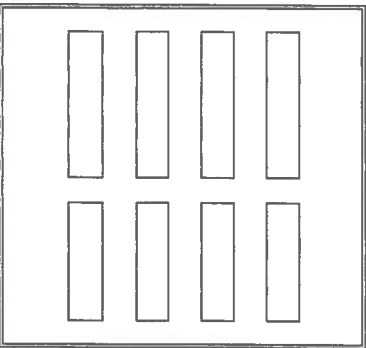
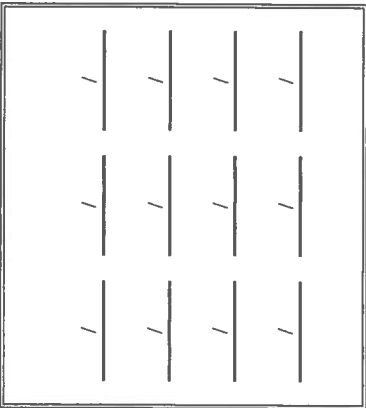
First Flush Pone A

Holly Ave.

Hammerhead

Holly Ave. RW

Tract C





Desert Ridge Place Unit 3 - DRB 1010888 (January 27, 2017)

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector P.E.	City Cnst Engineer
							/	/
							/	/

- Sidewalks to be Deferred
- Street Lights Per DPM
- Water Infrastructure includes Valves, Fittings, Valve Boxes, Fire Hydrants, and Appurtenances.
- Sanitary Sewer includes manholes and service connection to property line
- Grading & Drainage certification per DPM for release of SIA & Financial Guaranty's. Financial Guaranty's are not required for grading.

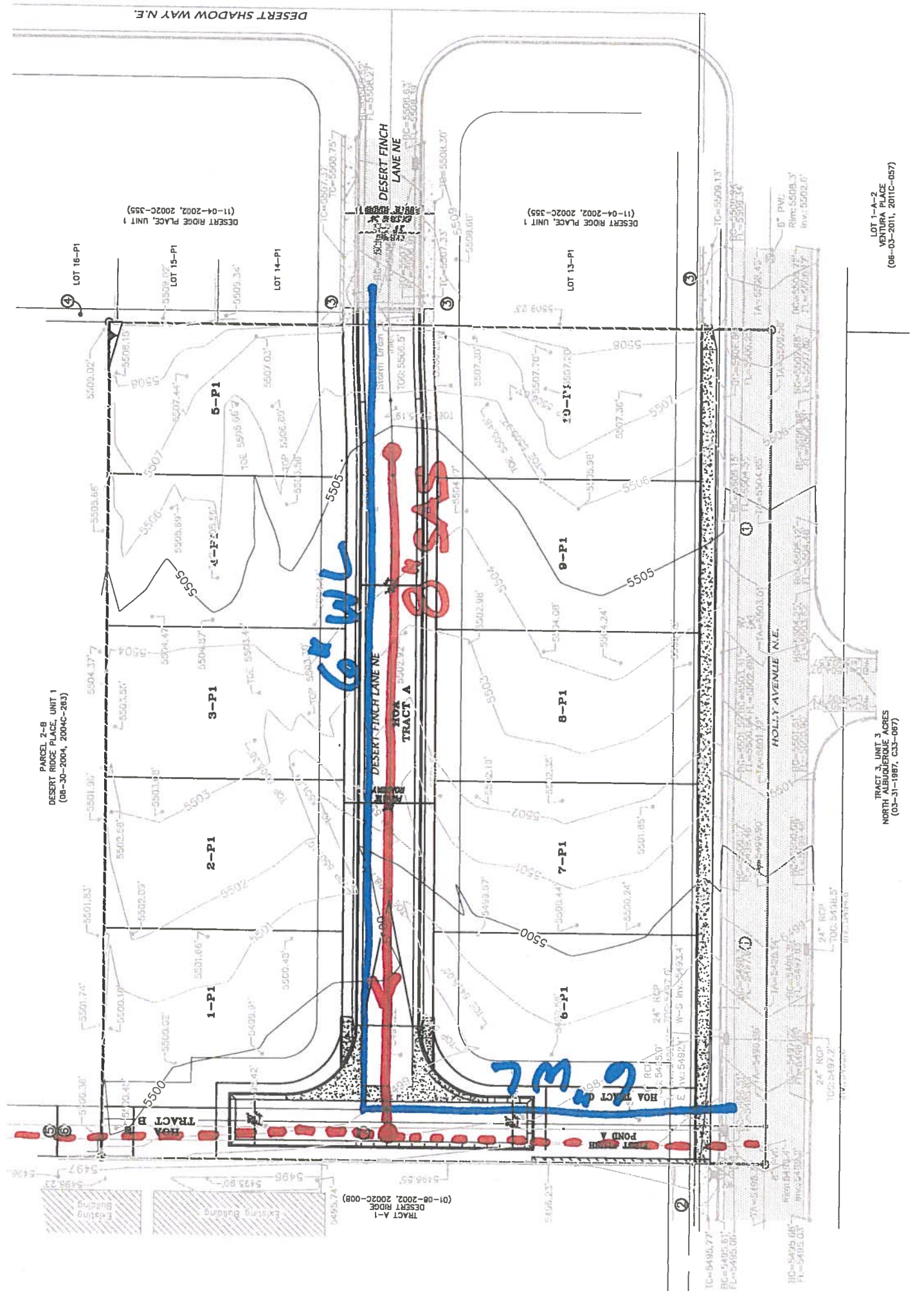
**AGENT / OWNER** **DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

**Diane Hoelzer, P.E.**  
 NAME (print) \_\_\_\_\_ PARKS & GENERAL SERVICES - date \_\_\_\_\_  
**MARK GOODWIN & ASSOCIATES**  
 NAME (print) \_\_\_\_\_ AMAFCA - date \_\_\_\_\_  
*Mark Goodwin* 1-27-17  
 SIGNATURE - date \_\_\_\_\_ - date \_\_\_\_\_  
 MAXIMUM TIME ALLOWED TO CONSTRUCT \_\_\_\_\_  
 THE IMPROVEMENTS WITHOUT A DRB \_\_\_\_\_  
 EXTENSION: N/A \_\_\_\_\_

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER





PARCEL 2-B  
DESERT RIDGE PLACE, UNIT 1  
(08-30-2004, 2004C-283)

DESERT RIDGE PLACE, UNIT 1  
(11-04-2002, 2002C-355)

DESERT RIDGE PLACE, UNIT 1  
(11-04-2002, 2002C-355)

TRACT 3, UNIT 3  
NORTH ALBUQUERQUE ACRES  
(03-31-1987, C33-067)

LOT 1-A-2  
VENTURA PLACE  
(06-03-2011, 2011C-057)

TRACT A-1  
DESERT RIDGE  
2002C-008  
(01-08-2002, 2002C-008)

B\* PVC  
Rim: 5508.3'  
Inv: 5502.6'

HOLLY AVENUE N.E.

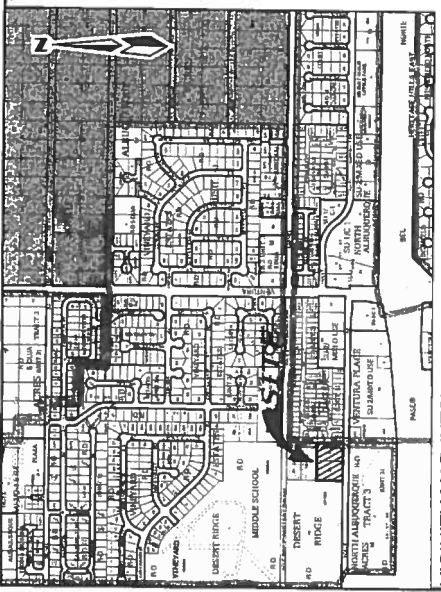
HOA TRACT A

HOA TRACT B

DESERT FINCH LANE NE

DESERT RIDGE PLACE, UNIT 1





VICINITY MAP (NTS)  
ZONE ATLAS MAP: C-20-Z

**SUBDIVISION DATA**

GROSS ACREAGE	2.0052 AC
ZONE ATLAS NO.	C-20-Z
NO. OF EXISTING LOTS	2 LOTS
NO. OF TRACTS CREATED	3 TRACTS
NO. OF LOTS CREATED	10 LOTS
EXISTING ZONING	R-D
DATE OF SURVEY	JULY, 2016
AREA OF PUBLIC RIGHT-OF-WAY DEDICATED	0.2127 AC.

**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 public utility and other agencies to hereby dedicate all streets and public utility easements shown hereon to the City of Albuquerque in fee simple with warranty. Said owner(s) and/or proprietor(s) do hereby grant: all access utility and other 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, water, sewer and communication services for buried distribution lines, conduits, and pipes for underground 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 structures. Said owner(s) and/or proprietor(s) do hereby consent to the dedication of lot lines as shown hereon. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that the subdivision hereon is their free act and deed. Said owner(s) warrant that they hold among them complete and indefeasible title in fee simple to the land subdivided.

Owner: Rio Grande Realty & Investments, L.L.C.  
By: Todd Kruger, Member

*Todd Kruger*  
Date: 1-10-17

**OWNER'S ACKNOWLEDGEMENT**

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO SS

This instrument was acknowledged before me on January 20, 2017.  
By: Todd Kruger, Member

NOTARY PUBLIC  
MY COMMISSION EXPIRES 8-19-19



**LEGAL DESCRIPTION**

Tract of land situate within the Elena Gallegos Grant, Projected Section 17, Township 11 North, Range 4 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as shown on the plat of the same, recorded in the Public Land Office in the office of the County Clerk of Bernalillo County, New Mexico on September 10, 1931, in Plat Book D, Page 121B, and containing 2.0052 gross acres more or less.

**PURPOSE OF PLAT**

1. TO SUBDIVIDE LOTS 25 AND 26 BLOCK 9, TRACT 3, UNIT 3, NORTH ALBUQUERQUE ACRES INTO 10 RESIDENTIAL LOTS AND 3 H.O.A. TRACTS.
2. TO ELIMINATE LOT LINES AS SHOWN.
3. TO DEDICATE PUBLIC RIGHT-OF-WAY AS SHOWN.
4. TO GRANT NEW EASEMENTS AS SHOWN.

**SOLAR NOTE**

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT OR BINDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERRECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF THIS PLAT.

**DISCLAIMER**

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), NEW MEXICO GAS COMPANY (NMGCO) AND QWEST CORPORATION DBA CENTURYLINK QC DID CONDUCT A VISUAL SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, NMGCO AND QWEST DO NOT WARRANT OR GUARANTEE ANY EASEMENTS OR EASEMENT RIGHTS, WHICH MAY HAVE BEEN GRANTED BY OTHER PLAT, REPLAT OR OTHER DOCUMENT, AND WHICH ARE NOT SHOWN ON THIS PLAT.

**NOTES**

1. Bearings are grid based on the New Mexico State Plane Coordinate System (Central Zone).
2. All distances are ground distances.
3. Bearings and distances in parenthesis are record.
4. Basis of boundary are the following plats of record entitled:  
"NORTH ALBUQUERQUE ACRES, TRACT 3, UNIT 3", (09-10-1931, D-121B)  
"NORTH ALBUQUERQUE ACRES, TRACT 3, UNIT 3", (03-31-1987, C33-067)  
"DESERT RIDGE, TRACT A AND B", (05-09-2001, 2001C-134)  
"DESERT RIDGE, TRACT A-1", (01-08-2002, 2002C-008)  
"DESERT RIDGE PLACE, UNIT 1", (11-04-2002, 2002C-355)  
"DESERT RIDGE PLACE, UNIT 2", (08-30-2004, 2004C-263)  
"VENTURA PLACE", (08-03-2011, 2011C-037)  
all being records of bernalillo county, new mexico.
5. Field Survey performed in July, 2016.
6. City of Albuquerque, New Mexico Zone: R-D.
7. 100 Year Flood Zone Designation: Zone X, as shown on Panel 141 of 825, Flood Insurance Rate Map, City of Albuquerque, Bernalillo County, New Mexico, dated September 28, 2008. This property does not lie in the 100 Year Flood Zone.
8. Title Report: Stewart Title Guaranty Company, File No. 01147-29295, effective Date: May 12, 2016.
9. All street centerline monumentation shall be installed at all centerline PC's, PT's, Angle Points, and street intersections and shown thus: ▲ will be marked by a four inch (4") aluminum cap stamped:  
"City of Albuquerque Centerline Monumentation"  
"DO NOT DISTURB"  
N.M.P.S.#7779
10. Manholes will be offset at all Points of Curvature, Points of Tangency, Street Intersections, and all other angle points to allow use of centerline monumentation.

**PLAT FOR  
DESERT RIDGE PLACE UNIT 3**

WITHIN THE  
ELENA GALLEGOS GRANT  
PROJECTED SECTION 17  
TOWNSHIP 11 NORTH, RANGE 4 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
JANUARY, 2017

PROJECT NUMBER: \_\_\_\_\_  
Application Number: \_\_\_\_\_

**PLAT APPROVAL**

UTILITY APPROVALS:

Public Service Company of New Mexico	Date
New Mexico Gas Company	Date
Qwest Corporation dba CenturyLink QC	Date
Comcast	Date
CITY APPROVALS: <i>Steven M. Rioschauer</i> P.S. 1/25/17 City Surveyor	Date
Real Property Division	Date
Traffic Engineering, Transportation Division	Date
Albuquerque-Bernalillo County Water Utility Authority	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineer	Date
DRB Chairperson, Planning Department	Date

**SURVEYOR'S CERTIFICATION:**

"I, Timothy Altrich, 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 my supervision, shows all easements as shown on the plat of record or made known to me by the owners and proprietors of the subdivision shown hereon, utility companies and others 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, and is true and correct to the best of my knowledge and belief."

*Timothy Altrich*  
Date: 01/25/17  
Timothy Altrich, P.L.S., No. 7719



P.O. BOX 30701, ALBU., N.M. 87190  
505-884-1990















**APPENDIX B**

*AHYMO printout*

*First Flush volume calculations*

*Channel capacity calculation*

*Street flow capacity calculation*

*Excerpts from "Declaration of Covenants, Conditions and Restrictions"*



Version: S4.01a - Rel: 01a  
 AHYMO PROGRAM (AHYMO-S4)  
 RUN DATE (MON/DAY/YR) = 09/07/2016  
 START TIME (HR:MIN:SEC) = 16:33:18  
 INPUT FILE = C:\Program Files (x86)\AHYMO-S4\DRPLACE.DAT  
 USER NO. = M-GoodwinMMSiteA90075759

\*\*\*\*\*  
 DESERT RIDGE PLACE UNIT 3 SUBDIVISION  
 PROPOSED DRAINAGE CONDITIONS  
 100 YEAR 24 HOUR STORM EVENT  
 FILE: DRPLACE.DAT  
 LAST REVISED: 9-7-16  
 NOAA ATLAS 2, VOL IV ZONE B-18  
 TIME=0.0 HR PUNCH CODE=0 PRINT LINES=-6  
 NEW MEXICO

State of New Mexico soil infiltration values (LAND FACTORS) used for computations.  
 Land Treatment Initial Abstr. (in) Unif. Infiltr. (in/hour)  
 A 0.65 1.67  
 B 0.50 1.25  
 C 0.35 0.83  
 D 0.10 0.04

RAINFALL  
 TYPE=1 RAIN QUARTER=0.0  
 RAIN ONE=2.20 IN RAIN SIX=2.60 IN  
 RAIN DAY=3.10 IN DT=0.0333 HRS

6-HOUR RAINFALL DIST. - BASED ON NOAA ATLAS 14 FOR CONVECTIVE AREAS (NM & AZ) - D1  
 DT = 0.033300 HOURS END TIME = 5.994000 HOURS

\*\*\*\*\*  
 \*S PROPOSED DRAINAGE CONDITIONS  
 \*\*\* PROJECT SITE  
 \*\*\* 78,085 SF  
 \*\*\* AREA= 1.7926 ACRES  
 \*\*\*\*\*  
 COMPUTE NM HYD

ID=1 HYD NO=100.0 AREA= 0.002801 SQ MI  
 PER A=0 PER B=21 PER C=21 PER D=58  
 TP=-.1333 HR MASS RAIN=-1

K = 0.072649HR TP = 0.133300HR K/TP RATIO = 0.545000 SHAPE CONSTANT, N = 7.106428  
 UNIT PEAK = 6.4139 CFS UNIT VOLUME = 0.9975 B = 526.28 P60 = 2.2000  
 AREA = 0.001625 SQ MI IA = 0.10000 INCHES INF = 0.04000 INCHES PER HOUR  
 RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT = 0.033300

K = 0.121984HR TP = 0.133300HR K/TP RATIO = 0.915112 SHAPE CONSTANT, N = 3.868881  
 UNIT PEAK = 3.0565 CFS UNIT VOLUME = 0.9960 B = 346.34 P60 = 2.2000  
 AREA = 0.001176 SQ MI IA = 0.42500 INCHES INF = 1.04000 INCHES PER HOUR  
 RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT = 0.033300

PRINT HYD ID=1 CODE=1  
 PARTIAL HYDROGRAPH 100.00

RUNOFF VOLUME = 1.88479 INCHES = 0.2816 ACRE-FEET  
 PEAK DISCHARGE RATE = 8.14 CFS AT 1.532 HOURS BASIN AREA = 0.0028 SQ. MI.

FINISH

NORMAL PROGRAM FINISH END TIME (HR:MIN:SEC) = 16:33:18



## DESERT RIDGE PLACE UNIT 3

### FIRST FLUSH CALCULATIONS

Lot	Pad Area	Flush Volume
LOT 1	3077 SF	87 CF
LOT 2	3149 SF	89 CF
LOT 3	3150 SF	89 CF
LOT 4	3151 SF	89 CF
LOT 5	3156 SF	89 CF
LOT 6	3513 SF	100 CF
LOT 7	3849 SF	109 CF
LOT 8	3849 SF	109 CF
LOT 9	3849 SF	109 CF
LOT 10	3855 SF	109 CF
<b>REQ'D VOLUME TOTAL</b>		<b>979 CF</b>

FIRST FLUSH VOLUME = (PAD AREA) x (.34") / (12") = CU.FT.

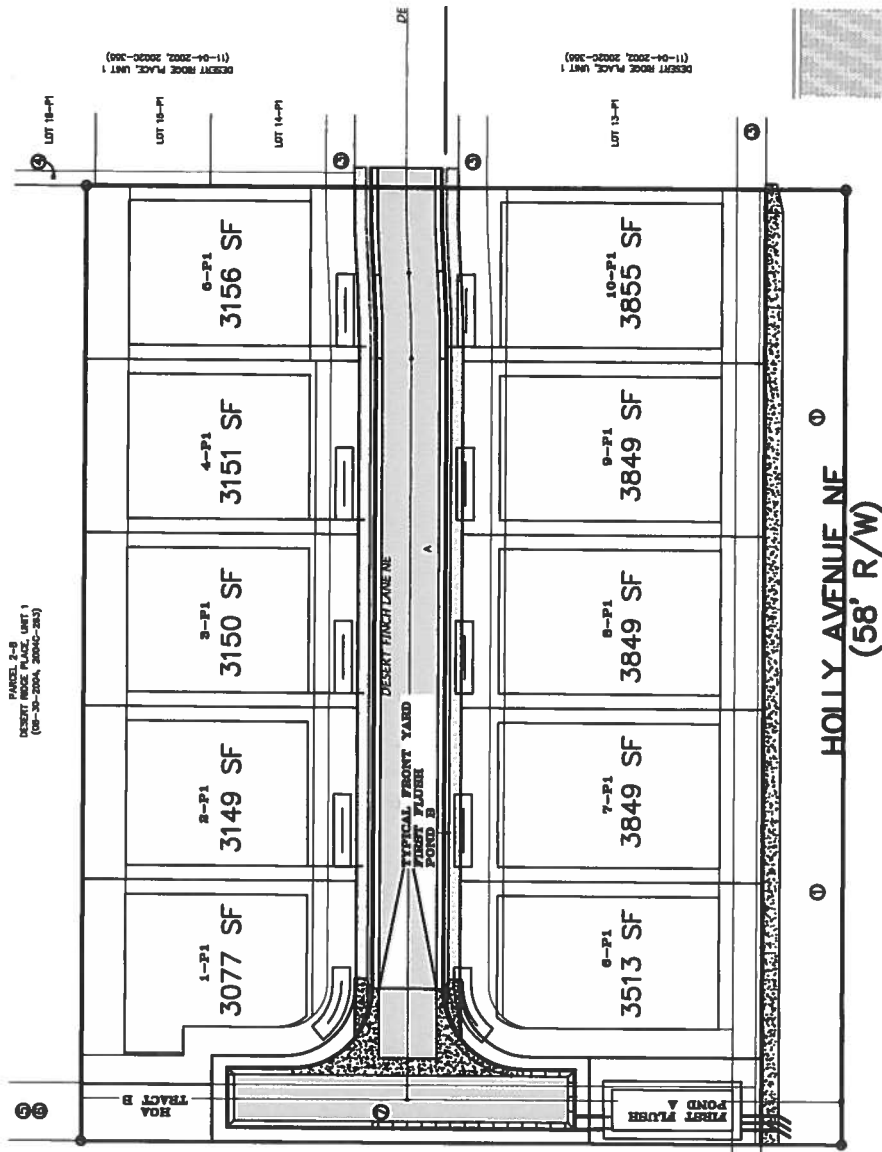
#### FIRST FLUSH POND A

TOP AREA = 48' x 20'  
 DEPTH = 1.0 FT.  
 SIDE SLOPE = 3:1  
 VOLUME = 762 CF

#### FIRST FLUSH POND B

TOP AREA = 6' W x 25' L  
 DEPTH = 0.5 FT.  
 SIDE SLOPE = 6:1  
 VOLUME = (10 LOTS) x 22 CF = 220 CF

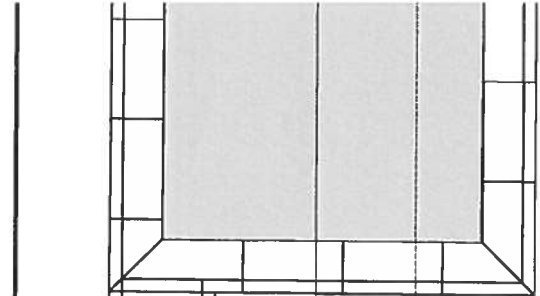
F.F. VOLUME PROVIDED = 762 CF + 220 CF = 982 CF



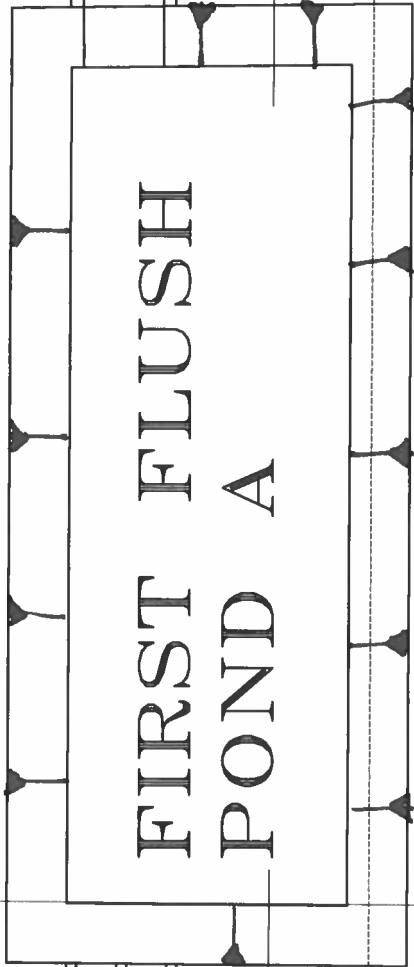
TRACT 3 UNIT 3  
 DESERT RIDGE PLACE UNIT 3  
 (03-31-1987, C233-2077)

LOT 1-10-3  
 DESERT RIDGE PLACE UNIT 3  
 (08-03-2011, 2010-02)





4' WIDE CONCRETE RUNDOWN

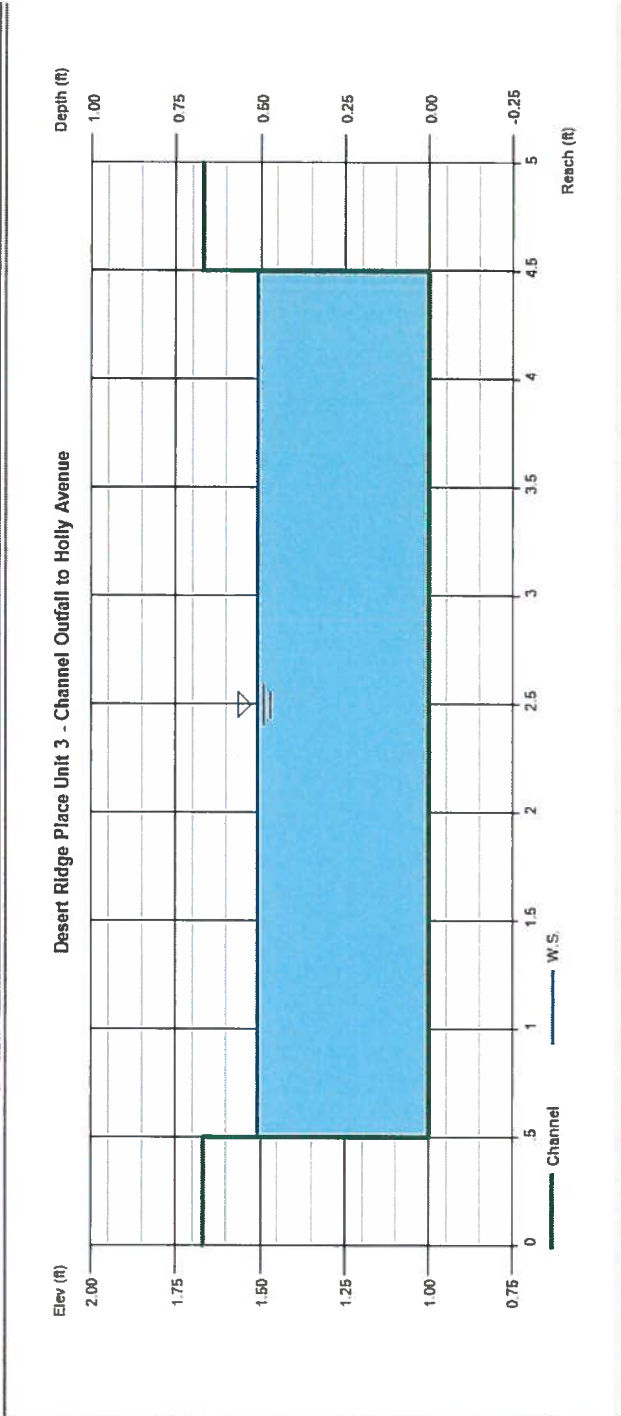


FIRST FLUSH  
POND A





Section	Item	Input
Channel	Section Type =	Rectangular
	Btm Width (ft)	4.00
	Side Slope, z:1 =	-0-
	Tot Depth (ft) =	0.67
	Inv Elev(ft) =	1.00
Calcs	Slope (%) =	0.70
	n-value =	0.017
Clear	Compute by =	Known Q
	Q (cfs) =	8.14

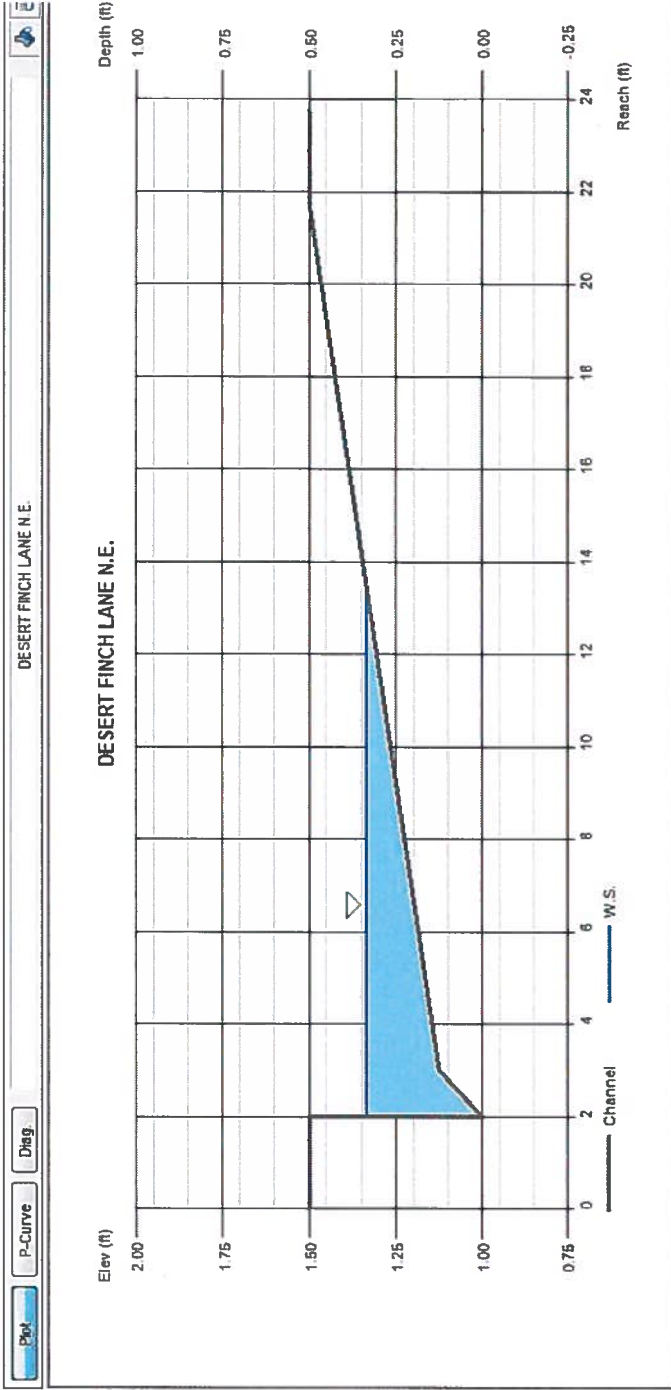


Depth (ft)	Q (cfs)	Area (sqft)	Veloc (ft/s)	Wp (ft)	Yc (ft)	TopWidth (ft)	Energy (ft)
0.51	8.140	2.040	3.99	5.02	0.51	4.00	0.76



Section	Item	Input
Channel	Section Type =	Gutter
	Sx (ft) =	0.020
	Sw (ft) =	0.125
	Gutter Wid (ft) =	1.00
Calcs	Inv Elev (ft) =	1.00
	Slope (%) =	1.00
	n-value =	0.017
Compute by =		Known Q
Q (cfs) =		3.50

Clear Run



Depth (ft)	Q (cfs)	Area (sqft)	Veloc (ft/s)	Wp (ft)	Yc (ft)	TopWidth (ft)	Energy (ft)
0.33	3.500	1.384	2.57	11.79	0.37	11.45	0.44



Declaration of  
Covenants, Conditions  
and Restrictions

Desert Ridge Place  
Homeowners Association, Inc.



DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR  
DESERT RIDGE PLACE

The undersigned are the owners in fee simple of the following described real estate:

Lots 1-P1 through 61-P1 and Parcel 1, Desert Ridge Place, Unit 1, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on November 4, 2002, in Book 2002C, Page 355.

All of such real estate is referred to as the "Subdivision", and shall include all property subsequently made subject to this Declaration.

The undersigned hereby establish a general plan for the development, improvement, ownership, use and sale of Lot(s) (as hereinafter defined) in the Subdivision and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which Lots shall be used, improved, occupied, owned, sold and conveyed. The provisions, conditions, restrictions, and covenants in this Declaration shall run with the land, all of which shall be binding upon and inure to the benefit of the present and future Owners (as hereinafter defined) of Lots, and of any interest or interests in the Lot or Lots, all of which provisions, conditions, restrictions and covenants are, and each of them is, hereby impressed and imposed upon each and every Lot as a servitude in favor of each and every other Lot.

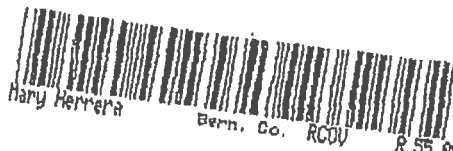
1. Definitions. The following words when used in this Declaration shall have the following meaning:

(a) "Additional Property" shall mean: See Exhibit "A" attached hereto and incorporated herein by reference.

(b) "Association" shall mean Desert Ridge Place Homeowners Association, a New Mexico non-profit corporation.

(c) "Board" shall mean the Board of Directors of the Association.

(d) "Common Areas" shall mean the Private Roads, Private Storm Drainage Easements, Security Gate, Landscape Easements, Private Trail Easement and Perimeter Wall (as hereinafter defined) and related Improvements.





(e) "Condominium Property" shall mean and refer to Parcel 2 of Desert Ridge Place, Unit 1, as the same is shown and designated on the Subdivision Plat of Desert Ridge Place, Unit 1, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on November 4, 2002, in Book 2002C, Page 355.

(f) "Declarant" shall mean Desert Ridge Development, LLC, a New Mexico limited liability company.

(g) "Declaration" shall mean this Declaration of covenants, conditions, reservations, restrictions and easements, and any amendment or modification thereto.

(h) "Dwelling" shall mean any building or a portion of a building situated on a Lot designed and intended for use by occupancy as a single family residence.

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

(j) "Lot(s)" shall mean any one of the parcels numbered Lots 1-P1 through 61-P1, Desert Ridge Place, Unit 1, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on November 4, 2002, in Book 2002C, Page 355, or any lots subsequently made subject to this Declaration.

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

(l) "Perimeter Wall" shall mean the wall constructed by Declarant or its successor on the perimeter of the Subdivision.

(m) "Plat" shall mean the Subdivision Plat of Desert Ridge Place, Unit 1, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on November 4, 2002, in Book 2002C, Page 355.

(n) "Plat Easement Notes" shall mean the "Keyed Notes - Right-of-Way Dedication and New Easements" on the Plat.







Scott Bealhen  
Bealhen Construction Inc.  
8908 Adams NE  
Albuquerque, NM 87113

Tom Cardenas  
TC Building Inc.  
P.O. Box 20148  
Albuquerque, NM 87154

Hans Egenes  
Sundance Homes, Inc.  
8300 Carmel Ave. NE Suite 201  
Albuquerque, NM 87122

Rich Gantner  
Tiara Homes  
8923 Valjejo Pl NE  
Albuquerque, NM 87122

Justin D. Hoech  
Hoech Real Estate Corporation  
8300 Carmel Ave. NE, Suite 601  
Albuquerque, NM 87122

Successors shall be appointed by a majority of the remaining members of the Committee. After Declarant or its successors has sold the last Lot and Dwelling to a third party purchaser, the duties of the Committee shall be undertaken by the Association, through a committee to be appointed by the Board.

BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, RECONSTRUCTION OR ALTERATION OF ANY IMPROVEMENTS ON ANY LOT, THERE SHALL BE SUBMITTED TO THE COMMITTEE PLANS AND SPECIFICATIONS AS FOLLOWS:

- A. Plans and specifications shall clearly show the nature of the work or installation proposed and location on the Lot, which shall include sufficient description of materials, textures, etc., as shall enable the Committee to determine whether the construction, reconstruction or alteration of Improvements will harmonize with the architectural style of the Subdivision and the external design of existing structures within the Subdivision; and
- B. No Improvements of any kind, or alteration, painting, or texturing thereof, shall ever be, or permitted to be, erected, constructed, installed, placed or maintained on a Lot, unless and until the final plans, specifications and elevations shall have written approval of the Committee. All plans shall further include elevations and textures indicating the materials for the same.

The Committee shall have the right and power to disapprove any plans, specifications or details submitted to it, if the Committee finds that the plans and specifications are not in accordance with all provisions of this Declaration, or if the design, materials or color scheme submitted are not in harmony with other



Improvements constructed within the Subdivision or if the plans and specifications are incomplete.

Neither the members of the Committee, either in their individual or in their collective capacities, nor the Declarant, shall be responsible, or have any liability, whatsoever for any defect in any plans, specifications or other data submitted to, approved by or revised by the Committee, or in any work done or Improvements made pursuant to such plans and specifications.

The Committee shall approve or disapprove the plans and specifications within thirty (30) days after receipt of the plans and specifications. If the Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt, then such approval shall not be required; provided, that no structure, building or other improvement shall be installed, erected, painted, textured, altered or modified which violates any part of this Declaration.

4. Further Subdivision of a Lot. No Lot may be divided into two or more parcels, nor may one Dwelling occupy more than one Lot.

5. Grading. No Lot may be landscaped or re-graded in such a manner as to cause the drainage characteristics of the Lot to differ significantly from the grading plan for the Subdivision approved by, and on file with, the City of Albuquerque Engineering Department (the "Drainage Report"). In no case may the drainage from one Lot drain on to any other Lot, except as allowed by the Drainage Report.

Any party constructing, reconstructing or altering Improvements on any Lot shall be required to conform with the Drainage Report, copies of which are available from Declarant, its successors or the City of Albuquerque.

6. Compliance with the Grading Plan and Development Plan. All Improvements constructed on each Lot shall comply with the City of Albuquerque approved "Grading Plan" and "Development Plan" for the Subdivision. All plans and specifications submitted to the Committee must contain sufficient information to enable the Committee to determine compliance with the Grading Plan and Development Plan. However, the Committee shall not be liable to the Owner or any other person for approval of plans, which are contrary to the Grading Plan and Development Plan.

It is the responsibility of the Owner that all Improvements built on each Lot are in compliance with the soils report for the Subdivision, a copy of which is available at the office of Declarant. If the Improvement is a building which is to be built on any portion of a Lot outside the prepared pad, the Improvement must be built on controlled fill dirt.

7. Minimum Area of Dwelling; Height Restrictions. The total enclosed living area of any Dwelling, exclusive of open porches, garage, and any accessory building shall not be less





than 1400 square feet. Dwellings are restricted to one (1) story in height and are not to exceed seventeen feet (17') above finished grade on all Lots, except Lots 14-P1 through 18-P1, 37-P1 through 40-P1, 45-P1 through 51-P1 and 54-P1 through 60-P1.

8. Setbacks. No Dwelling shall be located on any Lot in contradiction of the following setback requirements:

- A. There shall be a front-yard setback of not less than fifteen (15) feet from the front Lot line.
- B. There shall be a garage setback of not less than twenty (20) feet from the front Lot line.
- C. There shall be a rear-yard setback of not less than fifteen (15) feet from the rear Lot line.
- D. There shall be no required side yard setback except there shall be a side yard setback of ten (10) feet from the Private Roads for corner Lots, and there shall be a distance of not less than ten (10) feet between Dwellings. Pitched roofs overhanging the side Lot lines not more than two feet (2') shall not be construed as encroachments upon neighboring Lots provided they are built at the time of construction of the original Dwelling.

9. Landscaping. The builder constructing any Dwelling shall install the front-yard landscaping. The Owner shall ensure the front yard landscaping is maintained in good condition at all times. No irrigation systems, turf or plants shall be placed within three (3) feet of any adjacent Dwelling.

10. Tolerance. A four-inch (4") tolerance for mechanical variances in construction is hereby automatically allowed for buildings and other Improvement setback requirements imposed by this Declaration.

11. Completion of Work. Once construction, reconstruction or alteration of new Improvements shall commence, all such construction, reconstruction or alteration shall be finished and completed in all respects in accordance with the Committee-approved plans and specifications within nine (9) months after said commencement. All construction, reconstruction or alteration activities shall be accomplished in such a manner as shall not create unreasonable, unsightly, noisy or objectionable conditions.

12. Nuisances. No noxious or offensive activity shall be carried on, or permitted upon any Lot. Nothing shall be done, placed or stored on any Lot which may be or may become an annoyance or nuisance to the Owner(s) of other Lot(s), or which will occasion any noise or odor which will or might disturb the peace, comfort or serenity of the occupants of Dwellings on other Lot(s). Owners of vacant Lots shall be responsible for keeping, and shall keep, their Lots



clear of weeds, trash and other detracting impediments. No trash or garbage shall be burned on any Lot. Garbage and other waste materials shall be placed in the covered containers provided by the City of Albuquerque and shall not be placed out for collection more than 24 hours prior to scheduled collection times. These containers shall be concealed from the street on non-garbage collection days.

A wire receptacle shall be provided by the builder in the construction area and all debris easily displaced by wind shall be placed in the receptacle. The receptacle shall be emptied when full. All Lots shall be maintained in a neat, orderly condition at all times.

13. Temporary Buildings. No Improvement of a temporary character, such as a shack, barn, basement, trailer, tent, garage or other outbuilding, mobile home, or motor home, shall be used on any Lot at any time as a Dwelling, either temporarily or permanently. No Dwelling placed or erected on a Lot shall be occupied in any manner at any time prior to its being fully completed; provided, however, that this provision shall not prevent the occupancy and use of Improvements on a Lot for residential purposes while additions, modifications, or alterations are being made to a completed Dwelling pursuant to plans and specifications duly approved by the Committee.

Notwithstanding anything to the contrary, any Lot may be used for a sales office, model home complex, or storage and construction yard during the initial construction of a Dwelling and the sales period. All such temporary uses must have the prior approval of the Committee, which shall establish the requirements for such uses.

14. Equipment. No satellite dish, radio, television or other antennas shall be erected upon a Lot unless the antenna(s) can be concealed from view behind a parapet or inside the roof structure or attic, or unless approved by the Committee. Where externally visible air conditioners or evaporative coolers are installed, they shall be so installed that they will not be visible from the front or side Private Roads. Roof mounted units shall be allowed, however, they shall be installed so as to comply with this restriction as much as reasonably possible. No clotheslines or basketball goals of any type shall be placed on or at any Dwelling.

15. Parking and Storage of Vehicles, Etc., Within the Subdivision. No camper, recreational vehicle, trailer, mobile home, boat, commercial type vehicle, van, motorcycle, dune buggy, bus, inoperable vehicle or tractor shall be stored or parked on any Lot continuously for a period of more than twenty-four (24) hours. No camper, recreational vehicle, trailer, mobile home, boat, commercial type vehicle, van, motorcycle, dune buggy, bus, inoperable vehicle or tractor shall be parked on the Private Roads overnight. Operable vehicles may only be parked on the Private Roads for up to seventy-two (72) hours continuously and the same vehicle may not be parked on the Private Roads more than nine (9) days in any calendar month. The Association shall have the right to adopt rules and regulations regarding parking on the Private Roads which amend the requirements of the previous sentence of this paragraph.



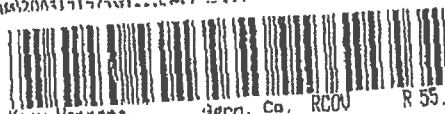


16. Flood Lights. No un-shaded exterior lights shall be permitted which project light more than fifteen (15) feet from a Dwelling.

17. No Improvement to Obstruct Vision of Vehicle Operator. No Improvement, including walls, fences, hedges or other obstructions shall be erected, placed, altered or permitted to remain upon any Lot which would obstruct or reduce the vision of an operator of any type of vehicle or obstruct the entrance to the Subdivision and said Improvements shall also comply with the City of Albuquerque's ordinances or guidelines for the clear sight triangle.

18. Party Walls. Party walls include privacy walls and Special Exterior Walls (as described below). The rights and duties of the Owners of Dwellings with respect to party walls are as follows:

- A. If any party wall is damaged or destroyed through the act of an Owner or any of his guests, tenants, licensees, agents or family members, such Owner shall immediately proceed to rebuild and repair the wall to as good a condition as formerly existed without cost to the adjoining Lot Owner.
- B. If any party wall which does not form a structural part of a Dwelling is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining Lot Owners, his guests, tenants, licensees, agents or family members, then both adjoining Lot Owners shall proceed forthwith to rebuild or repair the wall to as good a condition as existed prior to the damage or destruction at their joint and equal expense.
- C. If any party wall which forms a structural part of a Dwelling is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time) other than the act of one of the adjoining Lot Owners, his guests, tenants, licensees, agents or family members, then the Owner of the Dwelling of which such party wall forms a structural part shall proceed to rebuild or repair his part of the wall to as good a condition as existed prior to the damage or destruction.
- D. Any Owner proposing to modify, make additions to, or rebuild a party wall in any manner shall first obtain the written consent of the adjoining Lot Owner and the Committee.
- E. Any party wall constructed on or within three (3) feet of a side Lot line must be a wall without any openings. No window or window openings may ever be installed in such a wall.
- F. Any and all resurfacing or repainting of a party wall shall be done in a color to match the original.



19. Privacy Walls & Gates.

- A. Walls for purposes of visual screening or privacy may be constructed within the rear and side yard set back lines, provided the style, color and materials are compatible with those of the Dwelling. Side and front yard walls shall have a maximum height of seventy-two (72) inches. Rear yard walls shall have a maximum height of sixty (60) inches.
- B. A solid masonry wall may be constructed between the front Lot line and the Dwelling not to exceed sixty (60) inches in height from the high side grade. If a concrete masonry wall is used, it must be stuccoed to match the Dwelling. In no case may a wall be in violation of any governmental codes.
- C. All front walls completing court yards that face the Private Roads shall be stuccoed to match the Dwelling. All yard walls constructed on the side and rear Lot lines shall be constructed of concrete block of the same color and make as the Perimeter Walls.
- D. No barbed wire, welded wire, welded pipe or wood slats shall be permitted on any Lot. During the construction of the Dwellings, temporary privacy fences will be permitted between adjoining Lots, until such adjoining Lots' Dwellings are completed. All temporary fences must be uniform, provide privacy and be a minimum of five feet (5') in height.
- E. All side yard gates and courtyard gates shall be made of wrought iron and color coated to match the exterior stucco color of the Dwelling walls.

20. Casualty. If any Improvement on any Lot is destroyed, wholly or in part, by fire or other casualty, the Improvement so damaged or destroyed shall be promptly and properly rebuilt or repaired in conformity with the provisions of this Declaration; or, in the alternative, all remaining portions of the Improvement, including all foundations and all debris, shall be removed from the Lot. If the Owner of the Lot elects to clear the Lot, the razing and clearing work shall be completed within one hundred twenty (120) days after the casualty.

21. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that domestic dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial breeding purpose.

22. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations or exploration of any kind shall be permitted upon any Lot. No oil wells, tanks, tunnels, minerals excavation shafts or other such equipment or activities shall be permitted upon any Lot.



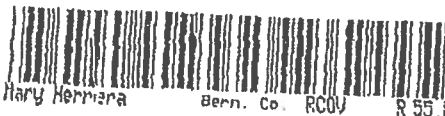


23. Easements and Rights-of-Way

- A. Utility Easements and Rights-of-Way. All areas of the Lots reserved for the installation, removal, repair and maintenance of utilities are reserved and designated as utility easements on the Plat.
- B. Easements and Rights-of-Ways Include Right of Ingress and Egress. All easements and rights-of-ways of whatever type which are shown and designated on the Plat shall include the right of ingress to and egress from such easements and rights-of-way over, upon, or under such easements, for the purpose of installing, removing, repairing and maintaining utilities, trimming or removing of interfering trees or shrubs, and any other purpose for which such easements and rights-of-way may be used.
- C. No Construction or Obstacle on Any Type of Easement or Right-of-Way. No Dwelling, obstacle, or other type of Improvement shall be erected, placed, altered, or permitted to remain upon any portion of a Lot which is the subject of any type of easement or right-of-way which would in any way interfere with the use of such easement or right-of-way; nor shall any trees, shrubs, hedges, or other landscaping be planted or permitted to remain in place, or to remain untrimmed, which would interfere with the use of any easement or right-of-way.
- D. Side Yard Easements. Private, non-exclusive, surface side yard easements three (3) feet in width ("Side Yard Easement(s)") are imposed as follows.
- (1) The northern three (3) feet of Lots 14-P1 through 17-P1 and Lot 43-P1.
  - (2) The eastern three (3) feet of Lots 2-P1 through 11-P1, Lot 13-P1, Lots 19-P1 through 35-P1, Lots 38-P1 through 41-P1, Lots 45-P1 through 60-P1.
  - (3) "Dominant Owner" means the Owner of the Lot benefited by and entitled to use the Side Yard Easements.
  - (4) "Servient Owner" means the Owner of the Lot burdened by and subject to the Side Yard Easements.
  - (5) The Side Yard Easement is a private, surface easement for the benefit of the Dominant Owner and not for the benefit of the general public or for any governmental body.



- (6) The Side Yard Easement is a surface easement only and shall not prevent the Servient Owner from utilizing the space beneath the surface of the ground or from utilizing the air space above the Side Yard Easement which is the height of the eaves of the Dwelling of the Servient Owner.
- (7) With the exception of privacy walls, return walls, patio floors or slabs, and the ordinary projections from the Dwellings, the Side Yard Easements shall be kept clean and unobstructed by the Dominant Owners to provide open access for the Servient Owners as provided for in paragraph 23D(8).
- (8) Each Servient Owner shall have the right to enter upon its Side Yard Easement and the adjacent Lot to the extent such entry is reasonably necessary to carry out the resurfacing, repainting or repair of a party wall or a Dwelling, including the projections from the Dwelling. Such right of entry shall be exercised in such a manner as to interfere as little as is reasonably possible with the possession and enjoyment of the area by the Dominant Owner and shall be preceded by reasonable notice whenever the circumstances permit. No notice shall be required in the case where an emergency requires immediate entry by the Servient Owner.
- (9) The Dominant Owner of the Side Yard Easement shall be responsible to the Servient Owner for all damage caused to the Servient Owner or said Servient Owner's Improvements resulting from the use of the Side Yard Easement by the Dominant Owner, his/her guests, tenants, licensees, agents or family members. The Servient Owner of the Side Yard Easement shall be responsible to the Dominant Owner for all damage caused to the Dominant Owner resulting from the use of the Side Yard Easement by the Servient Owner, his/her guests, tenants, licensees, agents or family members.
- (10) The Dominant Owner of the Side Yard Easement shall be protected, held harmless, and indemnified by the Servient Owner from any liability or damage arising from the acts or omissions on the part of the Servient Owner, his/her guests, tenants, licensees, agents or family members in his or her use of the Side Yard Easement. The Servient Owner of the Side Yard Easement shall be protected, held harmless, and indemnified by the Dominant Owner from any liability or damage arising from the acts or omissions on the part of the Dominant Owner, his/her guests,





tenants, licensees, agents or family members in his or her use of the Side Yard Easement.

- (11) No part of the Side Yard Easement shall be used by the Dominant Owner for any purpose or in any manner which shall increase the rate at which insurance against loss or damage by fire and the perils covered by extended coverage insurance or bodily injury or property damage liability insurance covering the adjacent Dwelling and Lot may be obtained, or cause such Dwelling or Lot to be uninsurable against such risks, or any policy or policies representing such insurance to be canceled or suspended, or the company issuing the same to refuse to renew coverage.

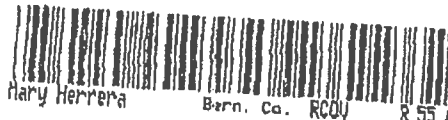
E. Special Exterior Wall. Each Dwelling shall have a windowless exterior wall (the "Special Exterior Wall") constructed parallel to and on the Dwelling Owner's Lot line. Obscure glass block is allowed on the Special Exterior Wall provided that the glass block is at least seven (7) feet above the interior finished floor of the Dwelling, is totally obscure and objects cannot be identified by looking through the glass block.

(1) The Owner of the Dwelling containing the Special Exterior Wall shall not attach anything to the exterior of such wall or alter it in any way other than resurfacing or painting the wall in such manner as shall be approved by the Committee.

(2) The Owner of the adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any object to the Special Exterior Wall, such as wires, trellises and plantings; defacing the Special Exterior Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; or using the Special Exterior Wall as the playing surface for any sport.

F. Roof Runoff. It shall be the responsibility of each Owner to take appropriate measures to protect all adjacent Lots from water running off of such Owner's roof onto an adjacent Lot. All roof runoff is to be channeled by use of appropriate guttering to protect neighboring Lots.

G. Perimeter Walls. The Perimeter Walls shall be Common Areas, constructed by the Declarant or its successors, and shall be maintained by the Association. Each Lot containing a portion of the Perimeter Walls shall be subject to a perpetual non-exclusive easement for said Perimeter



Walls which shall be three (3) feet in width ("Perimeter Wall Easements") and shall be located as follows:

- (1) The southern three (3) feet of Lots 1-P1 through 13-P1.
- (2) The western three (3) feet of Lots 13-P1 through 15-P1.
- (3) The northern three (3) feet of Lots 19-P1 through 36-P1.

The Perimeter Wall Easements shall be perpetual and non-exclusive for the benefit of Declarant, its successors, and the Association for the construction, maintenance and repair of the Perimeter Walls. No Owner shall have the right to tie into or alter the Perimeter Walls on said Owner's Lot without the prior written consent of Declarant, its successors or the Association.

H. Landscaping Easements. The southeastern corner of Lot 12-P1 and the southwestern corner of Lot 11-P1 are subject to perpetual non-exclusive landscape easements which are respectively within the areas denominated in the Easement Tables on the Plat as E37 and E38 and E40 and E41 ("Landscape Easements"). The Landscape Easements shall be utilized for monument signage for the Subdivision, lighting and landscaping. The Landscape Easements shall be maintained by Declarant, its successors or the Association.

I. Miscellaneous Easements. The Plat has created miscellaneous private drainage and sidewalk easements in Plat Easement Notes numbers 11, 12, 13 and 29 which shall be maintained by the Owner's of the Lots as provided for in the Plat. The Association shall have the right, but not the obligation, to oversee and perform any of the obligations related to the maintenance of said easements at the expense of the Owner of the Lot responsible for said maintenance.

J. Private Pedestrian Easement. The western five feet of the Condominium Property are subject to a perpetual non-exclusive pedestrian easement for the benefit of the Subdivision and the Rowe Property. The owners of the Rowe Property shall have the right to construct, at their expense, a non-coded gate between the Rowe Property and the Condominium Property where the wall crosses the pedestrian easement.

24. Billboards, Poster-Boards, and Advertising. The construction and/or maintenance of billboards, poster-boards, and advertising structures of any kind on any part of any Lot is prohibited, except that real estate agents and/or the Owner of a Lot may display one (1) temporary "For Sale" sign or one (1) "Open House" sign on any Lot. The sum of the length and



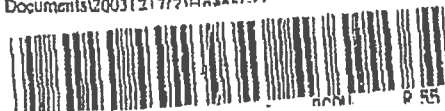


width of such signs shall not exceed sixty inches (60"). Declarant and the initial builder of the Improvements on each Lot shall be exempt from the requirements of this Paragraph 24.

25. Common Areas. The Common Areas shall be maintained by the Association. The Board shall have the right to establish rules and regulations related to use of the Common Areas.

26. Association. The Association shall be a New Mexico non-profit corporation which shall be controlled by the articles of incorporation and bylaws thereof.

- A. Every Lot shall be entitled to one (1) membership in the Association which shall be vested in the Owner or Owners thereof. If an Owner owns more than one (1) Lot, said Owner shall have only one (1) Membership in the Association, however, said Owner shall have one (1) vote for each Lot. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.
- B. The Association shall have one (1) class of voting membership.
- C. The expenses of the Association shall be paid through assessments against each Lot. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made. These assessments and costs shall also be the personal obligation of each person or entity who was the Owner of the Lot when the assessment became due. Assessments will begin on the date set by the Board and will be prorated for partial assessment years.
- D. The assessments shall be used exclusively for the Common Areas and costs of the Association.
- E. The initial annual assessments for each of the Lots shall be \$300.00, prorated from the date each Owner closes on the purchase of a Lot and Dwelling from Declarant or the initial builder. Annual assessments thereafter shall be due and payable on January 1 of each successive year and shall be delinquent each February 1 if not paid in full; provided however, the Association may decide to assess the Owners monthly or quarterly for the annual assessments. Neither Declarant nor a builder holding a Lot for development or a Lot with a Dwelling for initial sale shall be required to pay any assessments for Lots it owns; provided however, if any Dwelling owned by Declarant or the initial builder is



occupied as a residence prior to the sale the annual assessments shall commence on the date of occupancy and shall be paid by the Owner of said Lot. The \$300.00 annual assessment shall remain in effect until modified by a two-thirds (2/3) vote of the members of the Association at a meeting held for the purpose of determining said assessments, which meeting shall be called at least thirty (30) days in advance thereof, except in the event of an emergency.

- F. Written notice of the annual assessments shall be sent to every member at the time of its determination by the Board. The Association shall, upon demand at any time, furnish to a member a certificate in writing signed by an officer designated by the Board as the one responsible for keeping the records, or for this purpose, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- G. If any installment of an assessment is not paid within thirty (30) days after it is due, then such assessment shall become delinquent and shall, together with interest thereon, and the cost of collection thereof, as provided herein, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner of that Lot, and any subsequent Owner. The personal obligation of the then Owner to pay such assessment, however, shall remain its personal obligation for the statutory period and shall not pass to its successors in title until expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, a reasonable late charge may be assessed at the discretion of the Board and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees to be fixed by the court, together with the costs of the action.
- H. The lien for the assessments shall be subordinate to the lien of any first mortgage placed upon the Lot in good faith and for value; however, such subordination applies only to the assessments due before the sale or transfer of the Lot pursuant to a decree of foreclosure, or any transfer in lieu of foreclosure. The sale or transfer of a Lot does not relieve the Lot from the liability for or lien of assessments thereafter becoming due.

27. No Business or Commercial Enterprise Permitted. No business, whether or not for profit, and no commercial enterprise of whatever kind, except from time to time as may be permitted by the City of Albuquerque Comprehensive Zoning Ordinance for the Subdivision,





