CERTIFICATE OF FIRST AMENDMENT TO DECLARATION

THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF FIRST AMENDMENT, was made on the 18th day of November, 2008, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. (hereinafter "TPARA"), a New Mexico non-profit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA., dated January 3, 2006, were recorded January 4th, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to The Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents".

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five percent (75%) of the votes cast by the Members at the Special Meeting of November 18, 2008, voted affirmatively for the adoption of this First Amendment, a quorum of the Members being present. The Declarant voted for each of the amendments set forth below.

D. All terms used in this First Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENTS :

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Declaration Article III , Section 2, MEMBERSHIP (amended to address rights of members)

After the last sentence, add: The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

REVISED Article III, Section 2, Membership. The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot. *The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.*

Amendment Number 2

Declaration Article III, Section 3, COVENANT FOR MAINTENANCE ASSESSMENTS (amended to address bi-annual payments option)

Strike out the words "by December 31st of each year" and insert the words "in two equal installments on December 31st and June 30th of each year."

REVISED Article III, Section 3, Covenant for Maintenance Assessments. With the exception of the Developer, who is exempt from assessments, each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, and shall be due and payable *in two equal installments on December 31st and June 30th of each year.*

Amendment Number 3:

Declaration Article VII, Section 1, ENFORCEMENT ACTIONS (amended to address liens)

Insert the following sentence between the first and second sentences, as follows: "Moreover, the Board of Directors shall have the right to, (a) place a lien on members' lots and the housing units

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constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property."

REVISED Article VII, Section 1, Enforcement Actions. The Developer, the Design Control Committee, and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within The Pueblos at Alameda Ranch Planned Unit Development. *Moreover, the Board of Directors shall have the right to, (a) place a lien on members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property.* In addition, each Owner of a Lot within the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a Court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner.

IN WITNESS WHEREOF, TPARA has executed this First Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 21st day of Jan., 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co- President

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 21st day of Jan., 2009, before me, a Notary Public in and for the State of New

NOTARY: Cathy J. Muse

Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy T. Moore

Notary Public

IN WITNESS WHEREOF, TPARA has executed this First Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 21st day of Jan, 2009, at Las Cruces, New Mexico.

Catherine M. Court

Cathy Court, Treasurer

STATE OF NEW MEXICO

DONA ANA COUNTY

On this _____ day of _____, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Cathy Court, Treasurer of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy T. Moore

Notary Public

CERTIFICATE OF AMENDM
COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of January, 2009 at 11:00:11 AM And Was Duly Recorded as Instrument #0901719 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy _____ County Clerk, Dona Ana, NM

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

Recorded 01/23/2009 DAC

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CERTIFICATE OF SECOND AMENDMENT TO DECLARATION

THE SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF SECOND AMENDMENT, was made on the 27th day of January, 2009, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico non-profit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the Annual Association Meeting of January 27, 2009, voted affirmatively for the adoption of this Second Amendment, a quorum of the Members being present. On March 9, 2009, the Declarant provided written notice that he would not veto either of the two Amendments set out below.

D. All terms used in this Second Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENTS;

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Declaration Article V, Section 4, Signs (amended to permit display of political signs)

Replace Article V, Section 4, of the Declaration by inserting in its place the following italicized paragraph:

REVISED Article V, Section 4, Signs. *No billboards or signs may be erected or displayed on any Lot or on any of the common areas in The Pueblos at Alameda Ranch Planned Unit Development, except (a) PUD identification signs that the Developer shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, and (c) one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Dona Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.*

Amendment Number 2

Declaration Article VII, Section 1, Enforcement Actions (amended to address denial of access to shared recreational facilities)

Amend Article VII, Section 1, of the Declaration, by adding a sentence to the end of the existing section: The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

REVISED Article VII, Section 1, Enforcement Actions. The Developer, the Design Control Committee, and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on members' lots and the housing

units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors; and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner. *The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.*

IN WITNESS WHEREOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 19th day of April, 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co-President, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 19th day of April, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Notary Public

IN WITNESS WHEREOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 19th day of April, 2009 at Las Cruces, New Mexico.

Catherine M. Court

Catherine M. Court, Treasurer, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 19th day of April, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Catherine M. Court, Treasurer of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Notary Public

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

CERTIFICATE OF AMENDME
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 20TH Day Of April, 2009 at 02:00:15 PM And Was Duly Recorded as Instrument #0910550 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
County Clerk, Dona Ana, NM

Deputy

CERTIFICATE OF THIRD AMENDMENT TO DECLARATION

THE THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF THIRD AMENDMENT, was made on the 23rd day of June, 2009, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico non-profit corporation.

Recorded 06/30/2009 DAC

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the

Association Meeting of June 23, 2009, voted affirmatively for the adoption of this Third Amendment, a quorum of the Members being present. The Declarant voted for the amendment set forth below.

D. All terms used in this Third Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Article IV, Section 13, Solar Panels (amended to permit solar panels under specific conditions)

At the end of the existing sentence, add: except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is designed to screen the panels.

REVISED Design Controls Article IV, Section 13, Solar Panels. No solar panels shall be permitted in the PUD *except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is designed to screen the panels.*

IN WITNESS WHEREOF, TPARA has executed this Third Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 29th day of June, 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co-President, TPARA

Recorded 06/30/2009 DAC

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 29 day of June, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy P. Maese
Notary Public

IN WITNESS WHEREOF, TPARA has executed this Third Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 29th day of June, 2009 at Las Cruces, New Mexico.

Catherine M. Court
Catherine M. Court, Treasurer, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 29th day of June, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Catherine M. Court, Treasurer of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy P. Maese
Notary Public

Recorded 06/30/2009 DAC

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

AMENDMENT TO COVENANTS
COUNTY OF DONA ANA) PAGES: 3
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 30TH Day Of June, 2009 at 11:33:05 AM And Was Duly Recorded as Instrument #0918041 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy County Clerk, Dona Ana, NM

Instrument # 1023330 E-Recorded 08/16/2010 02:40:33 PM
CERTIFICATE Pages: 4 CYNTHIAC
Lynn J. Ellins, Dona Ana County Clerk

DATC

STATE OF NEW MEXICO 1881 COUNTY CLERK DONA ANA COUNTY

E-Recorded 08/16/10 DAC

CERTIFICATE OF FORTH AMENDMENT TO DECLARATION

THE FORTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFCATION OF FORTH AMENDMENT, was made on the 22nd day of June, 2010, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico no-profit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853 -1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the COunty Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the COunty Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum there to of the Association Documents (the "Declaration").

e-Recorded 08/16/10 DAC

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the Association General Meeting of June 22, 2010, voted affirmatively for the adoption of the Forth Amendment, a quorum of the Members being present. The Declarant voted for the amendment set forth below.

D. All terms used in the Forth Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENTS:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Design Controls for the Pueblos at Alameda Ranch Planned Unit Development, Article IV, Section 13, Solar Panels (amended to permit solar panels under specific conditions)

No solar panels shall be permitted in the PUD except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is designed to screen the panels.

REVISED Design Controls Article IV, Section 13, Solar Panels. *Solar panels shall be permitted for installation on the roof of homes in The Pueblos at Alameda Ranch. To insure that the installation is minimally intrusive to neighbors and the aesthetic character of the subdivision, Homeowners and their installers should submit their plans to the Design Control Committee for consideration and approval. Plans should include sufficient detail showing installed height, location on the roof, and number and size of panels for the committee to assess the visual impact of the installation. The following guidelines are established for planning and installation of solar panels:*
Home owners are encouraged to locate panels toward the center and eastern areas of the lower roof elevations (for multi elevation roofs) so that the panels do not extend more than 2 feet 6 inches above the parapets.
It is recognized that each installation will differ and will face unique design challenges to be both efficient and to minimize its visual impact to neighbors and the larger subdivision.

Amendment Number 2

WHEREAS Bright View Land Company (hereinafter referred to as the "Developer") has caused certain real property in Las Cruces, New Mexico, described with respect to Phases 1 in Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into Lots as shown on the plat of The Pueblos at Alameda Ranch Planned Unit Development, having been filed for record with respect to Phase 1 in the real property records of

Dona Ana County, New Mexico, the 23rd day of September, 2005, in Plat Record Book 21, pages 349-351: and

WHEREAS, the Developer intends through the filing for record of this Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and relate documents:

NOW, THEREFORE, the Developer, the owner of all of the lands included within The Pueblos at Alameda Ranch Planned Unit Development as so platted and described above, does hereby declare and acknowledge that all of the lands included within said planned Unit Development shall hereafter be subject to all of the following covenants, conditions, and restrictions

REVISED Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. *Summary of changes: All previous amendments have been incorporated into the amended & restated covenants; References to the "Developer" and role of "Developer" have been eliminated; The amended & restated CC&R's will have certain articles (Articles II-VII) that only apply to Phases I & II and other articles (Articles VIII-XIII) that only apply to Phase III. Articles I, XIV will apply to all phases; Lot Owners in Phases I & II are required to be members of the Pueblos @ Alameda Ranch Association, Inc. (PARA Inc.) Lot Owners in Phase III are required to be members of the Pueblos Phase III Association, Inc. (to be formed following approval); Henceforth, Articles II-VII may only be amended by PARA Inc. and Articles VIII-XIII may only be amended by the Pueblos Phase III Association, Inc.; Separate Design Guidelines for Phases I & II distinct from Design Guidelines for Phase III will govern construction within the Pueblos. Both will be recorded along with the Amended & Restated Covenants and Inclusion of specific language regarding placement of solar panels in Article 13 of the Design Guidelines. The same language is included in the Phase III Design Guidelines.*

IN WITNESS WHEREOF, TPARA has executed this Forth Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed 15th day of July, 2010 at Las Cruces, New Mexico.

Michael Floyd, Acting President, TPARA

e-Recorded 08/16/10 DAC

STATE OF NEW MEXICO

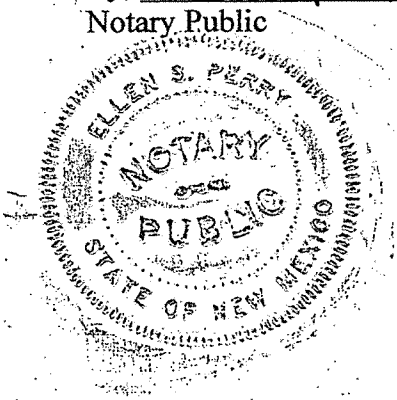
DONA ANA COUNTY

On this 15th day of July, 2010, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Michael Floyd, Acting President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. who being duly sworn executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: Sept. 7, 2011

By; Ellen S. Perry
Notary Public



e-Recorded 08/16/10 DAC

CERTIFICATE OF FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION

THE FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF FIFTH AMENDMENT, was made on the 11th day of October, 2011, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc. (hereinafter "TPARA"), a New Mexico nonprofit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Bylaws of TPARA dated February 10, 2010, was recorded

COUNTY OF DONA ANA) CERTIFICATE
STATE OF NEW MEXICO) ss PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On OCT 18, 2011 11:41:00 AM
And Was Duly Recorded as Instrument # 1123946
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Cynthia Chavez

February 10, 2010, as Instrument number 1003605, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was recorded July 7, 2010 as Instrument number 1017863, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated August 12, 2010, was re-recorded August 16, 2010, as Instrument number 1023329, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated July 15, 2010, was recorded August 16, 2010, as Instrument number 1023330, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the re-recorded Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article XIV, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five percent (75%) of the votes cast by the Members at the Association Meeting of October 11, 2011, voted affirmatively for the adoption of this Fifth Amendment of the Declaration, a quorum of the Members being present.

D. All terms used in this Fifth Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Declaration Article V, Section 6, Trash (amended to authorize the Board of Directors or its designated agent to charge the Owner of the Lot a minimum of fifty ($50) dollars or the actual cost of cleaning up trash and large weeds if the latter is higher)

Replace Article V, Section 6 of the Declaration by inserting in its place the following italicized paragraph:

REVISED Article V, Section 6, Trash. *Each Owner of any Lot shall have the responsibility to remove all trash and large weeds (defined as weeds that are over twelve (12) inches in height and/or width) from the Owner's Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon in violation of the City of Las Cruces, New Mexico, ordinance; in the event that trash or large weeds accumulate on any Lot, the Board of Directors or its designated agent, pursuant to Article VII, Section 1, Subsections C and E of these Covenants, shall provide notice of the remedial action required and upon the failure of the Lot Owner to cure the violation within thirty (30) days after the owner's receipt of the notice or a subsequent written extension of time to complete the clean-up, the Board of Directors or its designated agent shall have the right and responsibility to clean-up the Lot and charge the Owner a minimum of fifty ($50) dollars or the actual cost per clean-up if the latter is higher. If the charge is not paid within the deadline, the Board of Directors or its designated agent shall have the authority to charge this amount as a Damage Assessment against the Lot.*

Amendment Number 2

Declaration Article VII, Enforcement (amended to authorize the Board of Directors or its designated agent to assess fines as Damage Assessments for violations of the Declaration and to reorganize and revise the existing article)

Replace Article VII of the Declaration by inserting in its place the following italicized paragraph:

REVISED Article VII, Enforcement.

Section 1. Enforcement Actions.

(A) The Board of Directors or its agent shall have the right to enforce the provisions of these Covenants and violations thereof on behalf of itself and all or part of the Owners of Lots within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development by any and all of the following actions except as otherwise specified in Subsections (A)(4) and (D) herein: (1) File an action for injunctive relief and damages in a court of competent jurisdiction; (2) Place a lien on Members' Lot(s) and the housing units constructed thereon for failure to pay Annual, Special and Damage Assessments, including fines, after having become past-due for thirty (30) days, charge simple interest at the rate of six percent (6%) per annum on the unpaid balance from the due date, plus the costs of filing and releasing the lien, charge reasonable attorney's fees and costs of collection in the event that suit is filed, and such liens and charges shall run with the Lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property; (3) Assess fines as Damage Assessments against Owners of Lots for violation of the Covenants set forth in Articles IV and V of these Covenants and the Design Controls referred to therein and incorporated by reference; (4) Remove all accumulated trash and large weeds [see sanction to enforce Article V, Section 6 Trash, as amended October 11, 2011] from an Owner's Lot and charge the Owner a*

**Ordinarily, upon sale of the Lot, the seller or buyer would make arrangements to pay off the assessment plus costs, accrued interest and fees at closing, and the seller would acquire a clear title.*

minimum of fifty ($50) dollars or the actual cost per clean-up if the latter is higher after the Owner's failure to do so.

(B) Each Owner of a Lot within Phases 1 and 2 of the PUD shall have the right to prosecute an action for injunctive relief and damages in a court of competent jurisdiction by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of competent jurisdiction agrees to pay the reasonable attorney's fees, costs and expenses incurred by the party bringing such successful action against that Owner.

(C) After the Board of Directors or its designated agent determines that an Owner of a Lot has violated any of the Covenants set forth in Articles IV and V of these Covenants and the Design Controls referred to therein and incorporated by reference, the Board or its agent shall provide an initial notice of the alleged violation to the Owner of the Lot at the address reflected in the Association's records, by first class and certified mail. The notice shall contain: (1) The Covenant article(s) and section(s) or subsection(s) which have been violated; (2) The date the violation was first observed or committed; (3) The conduct, action, or inaction which violates the Covenant; (4) The action required to cease, desist and/or cure the violation, and the deadline for compliance with or remedying the violation; (5) A statement that the Owner of the Lot may contest the determination by filing an appeal by certified mail and first class mail within thirty (30) days after the receipt of the notice, and present evidence, make arguments and examine witnesses; and (6) The name of the individual or entity to whom the appeal is directed, the mailing address where the appeal must be filed, and the possible range of enforcement actions that may be applied if the determination is unfavorable to the Owner of the Lot. If the Owner of

the Lot fails to cure the violation within the deadline in the initial notice or a subsequent written extension of time within which to complete the remedial action, the Board of Directors or its designated agent may proceed with enforcement actions.

(D) After the Board of Directors or its designated agent determines that there is a violation of Articles IV and V of these Covenants and that the violation has not been cured by the deadline specified in the initial notice or a subsequent written extension of time within which to complete the remedial action, the following schedule of fines may be assessed as Damage Assessments, alone or in combination with other enforcement actions, except that the sanction specified in Article V, Section 6, Trash, which is summarized in Article VII, Section 1(A)(4), shall not be combined with any other fine for each violation thereof. The following schedule of fines shall begin accruing on the day after the thirty (30) day-period following the Lot Owner's receipt of the initial notice of each violation or a subsequent written extension of time within which to complete the remedial action: Twenty-five ($25) dollars on the thirty-first (31st) day after the deadline; fifty ($50) dollars on the sixtieth (60th) day after the deadline; and one-hundred ($100) dollars on the one-hundred-twentieth (120th) day after the deadline or the day the accumulated fines total one-hundred-seventy-five ($175) dollars, whichever occurs first; and this schedule of fines shall not be stayed by the filing of a lien by the Board of Directors or its agent or by the filing of an appeal by the Lot Owner, unless the hearing determination is favorable to the Lot Owner.

(E) Lot Owners who timely appeal alleged violations of the Covenants set forth in Articles IV and V of these Covenants shall have a right to present evidence, make arguments and examine their witnesses. Proof of the initial notice to the Owner of the Lot and of a subsequent

written extension of time within which to complete remedial action, if any, shall be made a part of the hearing record and the minutes of the hearing shall contain a summary of the evidence presented, the written determination of the Board of Directors or its designated agent and the enforcement action(s) taken, including the fine imposed as a Damage Assessment. There shall be a rebuttable presumption that all notices, written extensions of time and requests for appeal required in this Article that are transmitted by first class mail are received five (5) days after their date. And if such documents are transmitted by first class mail and certified mail, return receipt requested, the date of the certified mail receipt shall prevail.

Amendment Number 3

Declaration Article V (amended to add Section 26 requiring trash containers to be not visible from streets and parking common areas except on the scheduled collection days)

Following Article V, Section 25 of the Declaration, add italicized new Section 26:

REVISED Article V, Section *26, Trash Containers*. *The trash containers and recycling bins of each Lot Owner shall not be visible from the streets and parking common areas, except on the collection day scheduled by the City of Las Cruces and the recycling contractor, and shall be removed from view no later than midnight of the day of collection.*

IN WITNESS WHEREOF, TPARA has executed this Fifth Amendment of the Declaration as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 18 day of October, 2011 at Las Cruces, New Mexico.

Hugh Black, President, TPARA

STATE OF NEW MEXICO
DONA ANA COUNTY

On this 18th day of October, 2011, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Hugh Black, President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 3-14-15

By: Monique Chavez
Notary Public

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

IN WITNESS WHEREOF, TPARA has executed this Fifth Amendment of the Declaration as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 18 day of October, 2011 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co-Secretary , TPARA

STATE OF NEW MEXICO
DONA ANA COUNTY

On this 18th day of October, 2011, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-Secretary of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 3-14-15

By: Monique Chavez
Notary Public

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

CERTIFICATE OF SIXTH AMENDMENT TO AND RESTATEMENT OF DECLARATION, DESIGN CONTROLS, AND BYLAWS

THE SIXTH AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, THE DESIGN CONTROLS FOR THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT AND THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC., by this CERTIFICATE OF SIXTH AMENDMENT, was made on the 19th day of June, 2013, by The Pueblos at Alameda Ranch Association, Inc. ("TPARA" or "Association"), a New Mexico nonprofit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development Phase 2, Lots 129 and 130, dated February 11, 2008, was recorded February 14, 2008 as Instrument number 0804458, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Design Controls for The Pueblos at Alameda Ranch Planned Unit Development Phase 2, Lots 129 and 130, dated February 11, 2008, was recorded February 14, 2008 as Instrument number 0804459, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Doña Ana

County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Second Amendment to the Bylaws of TPARA dated February 10, 2010, was recorded February 10, 2010, as Instrument number 1003605, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Third Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was recorded July 7, 2010 as Instrument number 1017863, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated August 12, 2010, was re-recorded August 16, 2010, as Instrument number 1023329, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated July 15, 2010, was recorded August 16, 2010, as Instrument number 1023330, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was dated and recorded October 18, 2011, as Instrument number 1123946, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development was dated and recorded February 1, 2012, as Instrument number 1202902, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fourth Amendment to the Bylaws of TPARA was dated and recorded February 1, 2012, as Instrument number 1202903, in the Office of the County Recorder for Doña Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends and restates the Declaration of Covenants, Conditions, and

Restrictions of The Pueblos at Alameda Ranch Planned Unit Development (the "Declaration" or "Covenants"), including the Design Controls for Pueblos at Alameda Ranch Planned Unit Development ("Design Controls"), appended to and a part thereof, and the Bylaws of TPARA ("Bylaws"), and its purpose is: 1. To incorporate all previous amendments into one document; 2. To delete references to the Developer and The Pueblos Phase 3 Association, Inc., which owns, manages and/or and controls the real property designated and described in Plat Book 22, Folio 458-459, filed in the Office of the County Clerk of Doña Ana County, New Mexico on January 28, 2008 and April 9, 2008, respectively, and which was transferred to it by warranty deed dated August 12, 2010, recorded August 16, 2010 as Instrument number 1023328 in the Office of the County Clerk of Doña Ana County, New Mexico; and 3. To make other warranted changes in these Association Documents based upon TAPRA's experience during the past several years.

C. Pursuant to Article XIV, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five percent (75%) of the votes cast by the Members at the Association Meeting of _____, 2013, voted affirmatively for the adoption of this Sixth Amendment to the Declaration, including the Design Controls, a quorum of the Members being present; and pursuant to Paragraph 12(b) of the Bylaws of the Association, TPARA hereby certifies at least a majority of the votes cast by the Members at the same Association Meeting of that date voted affirmatively for the adoption of this Sixth Amendment to the Bylaws, a quorum of the Members being present.

D. All terms used in this Sixth Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Association Documents.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Association Documents remain in full force and effect.

AMENDMENTS:

WHEREAS TPARA intends, through the filing of record of these amended and restated Association Documents, that all real property within Phase 1and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development, shall be subject to these amended and restated Association Documents;

NOW, THEREFORE, TPARA does hereby declare and acknowledge that all of the lands included within Phase 1 and Phase 2 of the Pueblos at Alameda Ranch Planned Unit Development are subject to all of the following covenants, conditions, and restrictions, and amends and restates these Association Documents as follows:

Amendment Number 1 (DECLARATION)

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. The intent of this Declaration is that the lands in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development ("PUD") be developed and maintained as highly desirable residential areas. The purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible. This Declaration shall apply to Phase 1 and Phase 2 of the Pueblos at Alameda Ranch Planned Unit Development. Hereinafter the abbreviation "PUD" shall mean and refer to Phase 1 and Phase 2 of the PUD.

ARTICLE II

DEFINITIONS

1. Association Document shall mean all documents governing the use of the lots and the creation and operation of the association, including the Declaration, Design Controls, Bylaws, Articles of Incorporation and rules of the Association.

2. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Association, Inc., as such Board shall be constituted and shall operate in accordance with the Association Documents.

3. Bylaws shall mean the code of rules adopted for the regulation or management of

the affairs of the association, irrespective of the name by which such rules are designated.

4. Common Areas shall mean and refer to all of the land within the PUD with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to the PUD in the future, all of which shall exist for the mutual benefit of the Owners of Lots in the PUD.

5. Design Control Committee ("Committee") shall mean and refer to the Design Control Committee of the PUD, as such committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for the PUD.

6. Disclosure Certificate or Disclosure Statement shall mean the certificate or statement referred to in Sections 2(L), 11, and 12 of the State of New Mexico Homeowner Association Act.

7. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development.

8. Owner shall mean and refer to any party who owns recorded title to a Lot in the PUD.

9. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for the PUD.

10. The Pueblos at Alameda Ranch Planned Unit Development ("PUD') shall

mean and refer to Phase 1 and Phase 2 of the planned unit development of that name or variations thereof, in the City of Las Cruces, New Mexico.

11. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, meeting rooms and similar areas built in the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Association, Inc. All persons or other parties who own or acquire any of the Lots in Phases 1 and 2 of PUD, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Association, Inc. ("Association") in accordance with the Association Documents, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

The responsibility to maintain and repair the Common Areas in the PUD shall reside with the Association in accordance with the provisions of the Association Documents. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair. No Owner of a Lot shall perform any construction or landscaping activity on any of the Common Areas without the prior written approval of the Board of Directors.

2. Membership. The Association shall have one class of membership. Each Owner shall be entitled to one vote for each Lot, except that any Member who is in arrears in the payment of any and all annual, special or damage assessments for greater than twelve months after the due date shall not be allowed to cast votes during any and all Association Meetings

thereafter until all of the accrued past due assessments, plus late charges, interest and fees have been paid in full. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except as otherwise provided in this Paragraph, the right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in the PUD, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to the Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Association in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following the transfer of title to the Lot and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days after the transfer of title. Thereafter, Annual Assessments shall be based upon the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via the transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable in two equal installments on December 31st and June 30th of the following year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to the PUD, for the upkeep of the Official Community Web Portal, for liability insurance for the Board and its members, for other appropriate Association insurance, for personnel to monitor construction within the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Association shall fix the Annual Assessment within said range as it deems necessary at its discretion.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in the PUD being subject to the same assessment.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for the PUD are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the PUD. In order to achieve a harmony of design and a high level of quality and value within the

PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses and walls, as well as additions and alterations thereto, within the PUD, shall be performed by a properly licensed contractor or a properly licensed subcontractor thereof, and the acts approved by a majority of the Design Control Committee shall constitute the acts of the Committee.

2. Appointment Duties. The Board of Directors shall elect by majority vote at least three and not more than seven persons (which shall be an odd number) to serve as the Design Control Committee for the PUD; and the Board may, by majority vote, remove any person from the Committee without cause. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme and abides by the Design Controls for the PUD.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within the PUD, nor may any front-yard landscaping (from the front courtyard wall or dwelling entrance to the curb or sidewalk) be performed on any Lot, except the removal and replacement of plants of the same type, design and size as specified in the Design Controls, unless two complete sets of plans for such construction or landscaping are submitted to the Design Control Committee and unless the plans are approved in writing by the Committee prior to the commencement of such work. In the event that the Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such

submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

In the event that construction plans are not submitted to the Committee prior to application to the City of Las Cruces, New Mexico for a building permit, the Board of Directors may, after a written referral by the Committee, establish a Damage Assessment against the Lot in the amount of $200 as liquidated damages for this violation by the Lot Owner. Except as otherwise specified in Design Control, ArticleV, in the event that landscaping plans are submitted to the Committee later than 90 days after the submission of construction plans, the Board of Directors may, after a written referral by the Committee, establish a Damage Assessment against the Lot in the amount of $200 as liquidated damages for this violation by the Lot Owner.

4. General Construction Guidelines. The Design Control Committee shall be the sole arbiter of all construction within the PUD for compliance with approved plans and shall ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Board of Directors or its agent shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the Lot Owner to whom approval of plans is given,

said deposit to be used by the Board, after a referral from the Committee, for clean up or repair made necessary by any construction. This deposit shall be held by the Association and returned to the Lot Owner upon completion of construction, less any sums expended by the Association for the cleanup or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Board may require an additional damage deposit; or the Board may charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot (not in the Common Areas, including the rights-of-way) unless a residence is being built on an adjacent Lot by the same builder during construction of a house on a Lot in the PUD. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the PUD insofar as the issues and disputes are related to matters covered by these Covenants and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal unless the Committee refers the issue to the Board of Directors for resolution or enforcement; and the Committee shall be the sole authority to determine whether a construction activity is a

violation of these Covenants and the Design Controls; and the Committee shall be the sole arbiter to determine the point of origin and the responsible party in the event of a dispute regarding soil or debris that has run onto neighboring properties, including the Common Areas; and the Committee shall have the discretion whether to refer an issue, a dispute or a violation of these Covenants to the Board of Directors for resolution or enforcement action.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within the PUD, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with construction activities within the PUD. Any Lot Owner, homebuilder or other party acquiring title to any Lot in the PUD, or any Lot Owner, homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years, complete permanent written records of all applications for approval of construction (including one set of all plans so submitted) in the PUD from the recordation of this Declaration and thereafter all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

Except as otherwise specified in Paragraphs 2, 3, 10, 19, 20, 21, and 22 of this Article, the Board of Directors shall have the right to determine whether any subsection of this Article has been violated, and shall have the discretion to commence enforcement action for such violations and for all alleged violations referred to it in writing by the Design Control Committee for enforcement action.

1. Zoning Regulations. No lands within the PUD shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force. No non-commercial Lot shall be used for the operation of any type of business involving the regular physical entry of customers on the Lot and the Common Areas; however those Lots may be used for the operation of businesses, such as internet or telephone sales, which do not involve the regular physical entry of customers on the Lot and the Common Areas.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in the PUD, and real estate

agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the builders of homes in the PUD, and their agents can occupy houses in the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, flags, and banners, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs, Patriotic and Commercial Flags and Markers. No billboards, flags or signs may be erected or displayed on any Lot or on any of the common areas in the PUD, except (a) existing PUD identification signs or others that the Association shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, (c) one political sign per Lot (not larger than eight (8) square feet), which may be erected forty-five (45) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election; (d) one small home security identification marker per Lot; and (e) one United States, New Mexico or Armed Forces flag per Lot. These restrictions regarding signs shall not apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of the PUD shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plats of the PUD, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of a Lot shall have the responsibility to remove all trash and large weeds (defined as weeds that are over twelve (12) inches in height and/or width) from the Owner's Lot in the PUD and shall not be allowed to burn trash or weeds thereon in violation of any ordinance of the City of Las Cruces, New Mexico. In the event that trash or large weeds accumulate on any Lot, causing an extreme or emergency situation, the Board of Directors or its designated agent, pursuant to Article VII, Section 1, Subsection (C), shall have the authority and responsibility to clean up the Lot and charge the Owner a minimum of fifty dollars ($50.00) or the actual cost per clean-up if the latter is higher. If the charge is not paid within the deadline, the Board shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public and Private Nuisance. No activity shall be carried on within the PUD that is a violation of federal, State of New Mexico or City of Las Cruces laws or public and private common law nuisances.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs, dirt bikes and the like, without a current operator's tag, shall be prohibited, including on all paved and unpaved Common Areas of the PUD; the operation of such vehicles with a current operator's tag shall be permitted only on the paved Common Areas of the PUD.

9. Hunting. Hunting of any animals within the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like, shall be prohibited unless approved by the Design Control Committee as being unobtrusive. Notwithstanding this provision, the Association has the authority to construct and

operate (or delegate the operation of) Recreational Facilities within the PUD at its sole discretion for the use by and the enjoyment of all Owners, and the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of the Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the Lot by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces, New Mexico. The Association shall be responsible for maintaining these sidewalks.

13. Parking and Storage of Vehicles. (A) Campers, moving vans and recreational vehicles may be parked in front of the Owner's Lot for a continuous period not to exceed thirty-two hours for loading and unloading, except that no such vehicle shall be parked within one hundred fifty (150) feet (approximately the width of two adjacent Lots) of any gates or any intersecting streets in the PUD. (B) No boats, trailers, or commercial-type vehicles shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common

Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or a maximum of two abreast in a driveway within five feet of a closed garage door, notwithstanding the number of garage doors and bays. (C) Commercial relocation containers, also known as PODS, may be temporarily placed in the driveway of an Owner's Lot for a continuous period not to exceed seven days for the purpose of loading or unloading household furniture and goods.

14. On-Street Parking. The combined area of the garage and driveway of each house in the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like, except as otherwise provided in Paragraph 13 of this Article, shall be prohibited; and no personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall be parked within any of the unpaved areas of the PUD. Short-term (up to eight-hour) on-street guest parking shall be allowed, but not on a regular basis, and not overnight.

15. Animals. The keeping of common, recognized and ordinary household pets shall be permitted in the PUD, including dogs, cats, domesticated birds, fish, hamsters, and gerbils. The following animals shall not be considered common, recognized, and ordinary household pets: farm animals and wild animals including but not limited to chickens, cows, horses, goats, pigs, coyotes, snakes, wolves, and mountain lion. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large; and the excrement

produced by such pets shall be immediately collected and placed in the Owner's trash bin. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. The Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of the PUD to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for the PUD, privacy walls shall be built (a) by the Owner of the Lot along the rear property line of each Lot and along the

secondary front property line of each corner Lot, (b) by the Association in a limited number of other locations where the Association decides that a wall is required for design continuity, and (c) by the Owner of each Lot along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction. Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built. The temporary wall shall be allowed to remain until the adjacent house is built at which time a permanent wall shall be constructed.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain

the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, which shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Trash Containers. The trash containers and recycling bins of each Lot Owner shall not be visible from the streets and parking Common Areas, except the evening prior to the day of collection, on the collection day scheduled by the City of Las Cruces and the recycling contractor, and shall be removed from view no later than 11:59 p.m. of the day of collection.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal.

26. Obstruction of View. No Lot shall contain any obstruction that, including but not limited to a tree or shrub upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being blocked by an obstruction on another Lot may bring the matter to the attention of the Board of Directors, which has the authority to require the Owner of the Lot containing the obstruction to eliminate it.

ARTICLE VI

COVENANTS AND DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

The Phase 2 Commercial Lots, 129 and 130, shall be subject to the restrictions of the approved PUD and to the Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch, Phase 2, Lots 129 and 130, dated February 11, 2008 and recorded February 14, 2008 as Instrument number 0804458, in the Office of the Recorder for Doña Ana County, New Mexico, and the Design Controls for the Commercial Property dated February 11, 2008 and recorded February 14, 2008 as Instrument number 084459, in the Office of the Recorder for Doña Ana County, New Mexico.

Recreational Tracts platted now and in the future in the PUD shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Recreational Tracts that are now or shall be recorded by the Association.

ARTICLE VII

ENFORCEMENT

Section 1. Enforcement Actions.

(A) The Board of Directors or its agent shall have the right to enforce the provisions of these Covenants and violations thereof on behalf of itself and all or part of the Owners of Lots within the PUD by any and all of the following actions except as otherwise specified in this Article: (1) File a civil action in a court of competent jurisdiction; (2) Place a lien on Members' Lot(s) and the improvements constructed thereon for failure to pay Annual, Special and Damage Assessments, including fines, after having become past-due, charge a late fee in the amount of $10 per month on the unpaid balance from the due date, plus the costs of filing and releasing the lien, charge reasonable attorney's fees and costs of collection in the event that suit is filed, and such liens and charges shall run with the Lots and improvements thereon and shall be binding on all parties having or acquiring any right, title or interest in such real property and the association's lien may be foreclosed in like manner as a mortgage on real estate; (3) Assess fines as liquidated Damage Assessments against Owners of Lots for violation of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration; (4) Remove all accumulated trash and large weeds [Declaration Article V, Section 6], from an Owner's Lot and charge the Owner a

minimum of fifty dollars ($50.00) or the actual cost per clean-up if the latter is higher, after the Owner's failure to do so only in extreme or emergency situations; (5) Deny access to and use of the shared Recreational Facilities in the PUD, including but not limited to, swimming pools, meeting rooms and clubhouses, to Owners and their lessees for nonpayment of assessments or any other uncured violation of these Covenants; (6) Owners of Lots who fail to submit construction plans or landscaping plans to the Design Control Committee prior to the deadlines set out in Declaration Article IV, Section 3 and the first paragraph of Design Controls Article II, respectively, shall be assessed liquidated damages in the amount of two hundred dollars ($200.00) for each violation; and (7) A Damage Deposit in the amount of two hundred dollars ($200.00) is required at the time of approval of construction plans and if it is insufficient to cover the cost of clean-up or repair made necessary by the failure to dispose of trash and debris, an additional Damage Assessment may be assessed against the Owner of the Lot [Declaration Article IV, Section 4]; (8) assess liquidated damages in the amount of two hundred ($200.00) if the house is occupied prior to the completion of front yard landscaping, unless the Design Control Committee issues a written waiver to the Owner of the Lot prior to occupancy [Design Control Article V].

(B) Each Owner of a Lot within the PUD shall have the right to prosecute an action for injunctive relief and damages against any other Owner of a Lot within the PUD in a court of competent jurisdiction by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of competent jurisdiction agrees to pay the reasonable attorney's fees, costs and expenses incurred by the prevailing party bringing such action against that Owner and the plaintiff who does not prevail agrees to pay the defendant's reasonable attorney's fees, costs and expenses incurred.

(C) In situations where the Board determines that immediate action is needed to remedy a covenant violation involving health, safety or public welfare, the notice requirements of this Subsection shall not apply. In all other situations where the Board of Directors or its designated agent determines that an Owner of a Lot has violated any of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration, and the Board or its agent shall provide an initial notice of the alleged violation to the Owner of the Lot at the address reflected in the Association's records, by first class and certified mail. The notice shall contain: (1) The Covenant article(s) and section(s) or subsection(s) which have been violated; (2) The date the violation was first observed or committed; (3) The conduct, action, or inaction which violates the Covenant; (4) The action required to cease, desist and/or cure the violation, and the deadline for compliance with or remedying the violation; and (5) If the Owner of the Lot fails to cure the violation within the deadline in the initial notice or a written extension of time within which to complete the remedial action, the Board of Directors or its designated agent may proceed with enforcement actions.

(D) After the Board of Directors or its designated agent determines that a Lot Owner has violated any of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration, and that the violation has not been cured by the deadline specified in the initial notice or a

written extension of time within which to complete the remedial action, the following schedule of fines may be assessed as Damage Assessments, alone or in combination with other enforcement actions. The following schedule of fines shall begin accruing on the day after the deadline specified in the notice of each violation or a written extension of time within which to complete the remedial action: Fifty dollars ($50.00) on the day after the deadline; an additional fifty dollars ($50.00) on the thirtieth (30th) day after the deadline; and one hundred dollars ($100.00) for each thirty (30) day period thereafter; and this schedule of fines shall not be stayed by the filing of a lien by the Board of Directors or its agent or by the filing of a lawsuit by the Lot Owner.

(E) There shall be a rebuttable presumption that all notices and written extensions of time required in this Article that are transmitted by first class mail are received five (5) days after their date. And if such documents are transmitted by first class mail and certified mail, return receipt requested, the date of the certified mail receipt shall prevail.

Section 2. Attorney Fees and Costs

A court may award attorney fees and costs to any party that prevails in a civil action between a lot owner and the Association based upon any provision of the Declaration or Bylaws.

ARTICLE VIII

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in the PUD, and the benefits thereof shall inure to all Lot Owners in the PUD, and the benefits and burdens of this Declaration shall run with the title to all of the lands in the PUD.

2. Termination and Amendment of Covenants. This Declaration shall remain in

full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. This Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association at Annual or Special Meetings thereof, said vote to be cast at meetings duly noticed, called and held in accordance with the Articles of Incorporation and Bylaws of the Association, and each resolution of amendment that is approved by the Members shall be certified by the President and the Secretary as having been duly adopted, provided that a properly certified copy of the resolution of amendment is placed on record with Office of the Clerk of Doña Ana County, New Mexico, upon adoption.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the Design Control Committee, the Board of Directors, or any authorized Owner to enforce any provision of these Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein.

6. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of the covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

7. Captions. The captions, article numbers, and paragraph numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Declaration or in any way modify or affect this Declaration.

Amendment Number 2 (DESIGN CONTROLS)

DESIGN CONTROLS FOR THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of The Pueblos at Alameda Ranch Planned Unit Development ("PUD"), set out on the plats at Exhibit A annexed hereto and incorporated herein by this reference, so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses and walls, as well as alterations and additions thereto, within the PUD shall be performed by a properly licensed contractor (or licensed subcontractor thereof).

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the PUD, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development ("Declaration"). (1) Lot Owners should note that this process of approval requires the submittal of two complete sets of plans to the Design Control Committee. (2) Construction plans shall be in the form of two complete sets and shall include the level of detail required for obtaining a

building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces. (3) Two sets of landscaping plans shall be submitted not later than 90 days after the submission of construction plans and shall include the following: a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the PUD, a list of approved plants, and sample landscaping plans that the Owners shall emulate in the creation of landscaping plans for their Lots is attached hereto and these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

The Design Control Committee does not seek to restrict individual preferences but does seek to avoid harsh contrasts within the PUD and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the PUD combined with the design of the PUD, is the creation of an outstanding, visually attractive neighborhood. To this end, a general design theme for the PUD has been established that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring such exterior elements as multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways, porte-cochères, side-entry garages, terra-cotta tile, and a general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that

shall be permitted and the level of design detail that shall be the goal of every house plan for the PUD, attached hereto are three elevation sketches for the PUD that Owners shall emulate in the creation of elevation designs for the houses on their Lots; these three elevation sketches appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the PUD. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the PUD. Unless a setback variance is approved by the Design Control Committee or an amendment to the PUD has been granted, the site plan submitted for approval of the building pad of each single-family Lot shall depict the front, rear and side setbacks that are set forth on the recorded plat for the PUD, the recorded replats for the PUD or the amendments to the PUD, whichever is applicable. Owners should take particular note that the PUD has been designed for the vast majority of houses to be zero-lot-line patio homes. Owners shall refer to the construction plans for the PUD and confirm with the Design Control Committee what side setbacks and variances apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of all attached and detached houses proposed for the Lot, the setbacks for which are indicated on the recorded plat for the

PUD, recorded replats for the PUD, or amendments to the PUD.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum and maximum sizes of the living area of a house within the PUD (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a single-family house, a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a house on a townhouse Lot, a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a townhouse Lot being allocated to the first story.

2. Number of Stories. A detached single-family house shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A house on a townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a townhouse Lot shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the PUD infrastructure. For the purpose of measuring maximum height, a roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height and shall be painted to match the color of the exterior of the house.

4. Parapets and Roofs. Parapets shall extend a minimum of eighteen inches above any point in the adjoining truss system. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Design Control Committee.

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gaining the opportunity to include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the PUD. The preferred location of the HVAC units is a fenced, walled, or otherwise screened from street view enclosure along the rear of a house or toward the rear of the side yard

of a house. The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on townhouse Lots in the PUD but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Alterations and Additions. All construction and alteration work shall be prosecuted diligently. Any initial construction, alterations or additions to a house on any Lot within the PUD shall be entirely completed within eight months after commencement of construction.

8. Towers and Antenna. Pursuant to Federal Communications Commission ("FCC") rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Design Control Committee cannot unreasonable delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the PUD: none of the aforementioned equipment, as well as equipment to receive high-speed internet or other signals, shall be installed within the front yard (that is, any street-side yard) of

any house; no satellite dish more than 40 inches in diameter shall be installed anywhere in the PUD; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the PUD.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, and electric service boxes shall be positioned in accordance with current City of Las Cruces, New Mexico codes and the requirements of the electric service provider and shall be positioned to make them as unobtrusive as possible as determined by the Design Control Committee. Gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the PUD shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the PUD, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the PUD. The location of such utility

apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. Except as otherwise provided in Declaration Article V, Section 13, no used, previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design Control Committee. No building shall be occupied in any manner prior to its completion.

11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the PUD at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the PUD shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive. Lighting shall comply with the Ordinances of the City of Las Cruces, New Mexico.

12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. Solar panels shall be permitted for installation on the roof of houses in the PUD. To insure that the installation is minimally intrusive to neighbors and the

aesthetic character of the subdivision, Owners of Lots shall submit their plans to the Design Control Committee for consideration and approval. Plans shall include sufficient detail to show installed height, location on the roof, and number and size of panels for the committee to assess the visual impact of the installation. The following guidelines are established for planning and installation of solar panels: Owners of Lots shall locate panels toward the center of the lower roof elevations (for multi-elevation roofs) so that the panels do not extend more than 30 inches above the parapets. It is recognized that each installation will differ and will face unique design challenges to be both efficient and to minimize its visual impact to neighbors and the larger subdivision.

14. Driveways. All driveways in the PUD shall be concrete unless a variance is granted by the Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the PUD shall be more than nine feet in height. With the exception of being left slightly open for ventilation (not to exceed thirty-six inches), all garage doors shall be shut when not in use.

16. Front Courtyard Walls. Each single-family house in the PUD shall include a front courtyard wall that serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawing submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the PUD, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the PUD rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the PUD, no tree or shrub shall be planted close enough to the zero-lot-line elevation of the neighboring house so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house. In addition, the front yard landscaping of each Lot shall be completed prior to first occupancy of a house on each Lot, unless the house is to be occupied during the months of November through February and the Owner of the Lot has obtained a written waiver from the Design Control Committee for occupancy of the house before completion of front yard landscaping; if the Owner of the Lot fails to abide by this provision, he shall be subject to the payment of liquidated damages in the amount of two hundred dollars ($200.00).

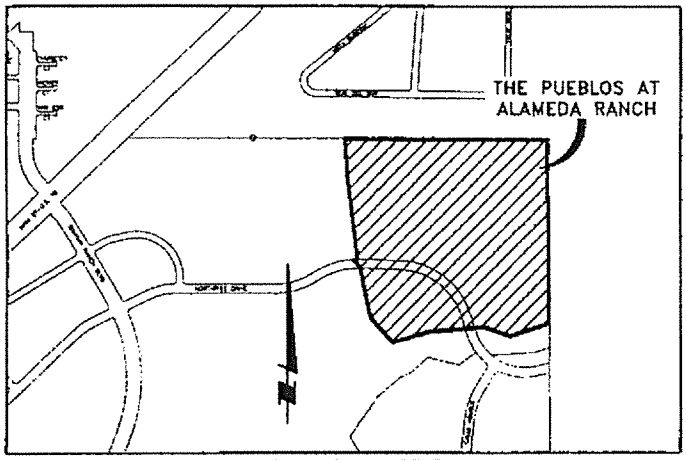
In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the PUD in accordance with Article V, Section 19 of the Declaration, privacy walls constructed of rock shall be built as follows: First, the Owner of the Lot shall build a four-foot high wall along the rear property line of each Lot and along the secondary front property line of each corner Lot. Second, the Association shall build a wall in a limited number of other locations where it decides that a wall is required for design continuity. Third, the Owner of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the

house, excluding the points occupied by the house on the zero-lot-line; and the height of this wall shall be greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. Any alteration to rear or side walls shall be subject to the approval of the Design Control Committee.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas (Declaration Article IV, Section 4). Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible party, and it has the sole discretion whether to refer such disputes to the Board of Directors for enforcement action pursuant to the provisions of Article IV, Section 3 of the Declaration.

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE ~~II~~ I
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 18, 2005



VICINITY MAP - NOT TO SCALE

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH. AND CONTAINS 47.441 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 19th DAY OF August, 2005.

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF August, 2005, BY JOHN T. MOSCATO.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: My Commission Expires 9/6/2006

PLAT NO. 4729 RECEPTION NO. 33903

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 23 DAY OF September, 2005 AT 11:57 A.M. O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 349-351 FILED IN THE RECORDS OF SAID COUNTY.

COUNTY CLERK

DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: E. Climyer DATE: 8/29/05

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: DATE: 8/24/05

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: DATE: 8/19/05

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS PROVIDED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: DATE: 8.31.05
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: DATE: 9/8/05
DIRECTOR OF UTILITIES

BY: David Mostad DATE: 9/2/5
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

CHAIRMAN DATE 9/20/05

SECRETARY DATE 9/20/05

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

KERY W. GREINER, PS 9761 DATE OF SURVEY 7-18-05

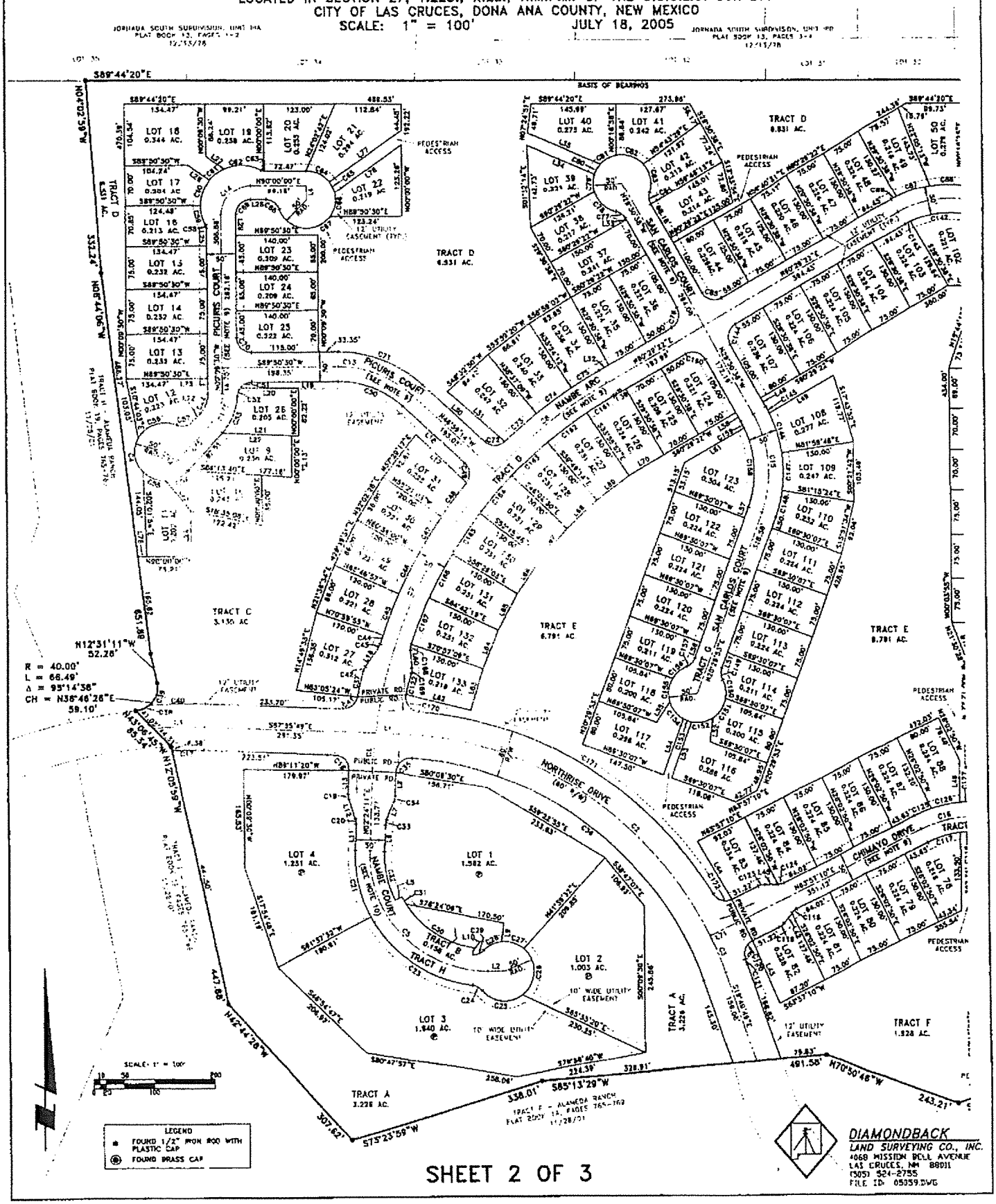
KERY W. GREINER
NEW MEXICO
9761
REGISTERED PROFESSIONAL LAND SURVEYOR

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

SHEET 1 OF 3

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



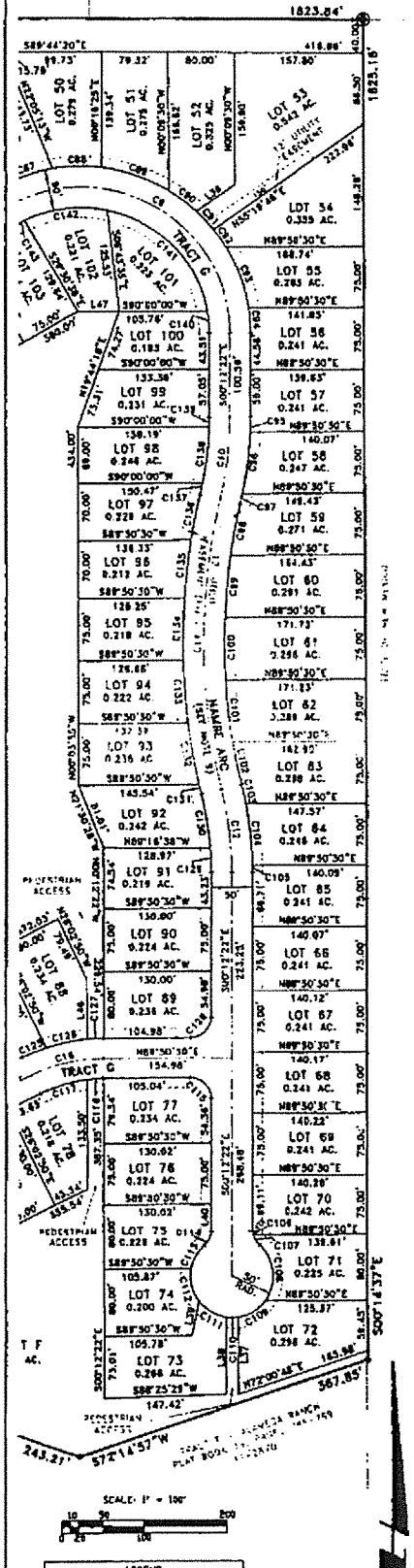
SHEET 2 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05359.DWG

35C

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



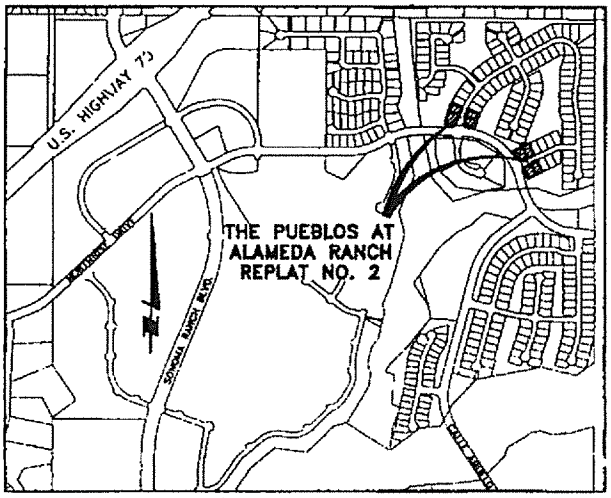
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	600.00'	93.37'	S86°36'18"W	93.27'	8°54'45"
C2	625.00'	644.83'	N59°48'18"W	614.47'	59°06'54"
C3	625.00'	97.87'	N32°09'18"W	97.77'	8°58'31"
C4	30.00'	43.09'	N07°31'53"E	39.39'	82°19'05"
C5	280.00'	322.50'	S49°07'54"E	304.71'	65°58'11"
C6	980.00'	7.00'	S06°12'22"E	7.00'	0°24'33"
C7	980.00'	393.88'	S17°37'22"E	391.31'	23°01'48"
C8	800.00'	244.02'	S31°45'04"E	243.09'	17°28'38"
C9	180.00'	324.81'	N58°51'30"W	279.87'	118°18'18"
C10	434.00'	183.51'	N59°21'36"E	182.07'	24°13'32"
C11	730.00'	303.79'	N60°13'22"E	301.59'	23°50'28"
C12	480.00'	103.44'	N66°36'36"E	103.27'	12°20'52"
C13	180.00'	139.28'	N82°16'48"E	135.72'	44°19'18"
C14	30.00'	26.86'	S46°00'15"E	26.01'	51°18'30"
C15	280.00'	174.18'	N60°30'33"W	169.87'	35°38'21"
C16	200.00'	99.37'	S72°43'56"W	98.36'	28°28'20"
C17	780.00'	83.24'	N89°33'56"W	83.20'	6°06'18"
C18	25.00'	39.27'	N44°56'48"W	35.36'	90°00'00"
C19	25.00'	39.27'	S45°03'12"W	35.36'	90°00'00"
C20	25.00'	39.27'	S44°56'48"E	35.36'	90°00'00"
C21	225.00'	119.28'	S15°46'53"E	117.91'	30°21'19"
C22	30.00'	24.82'	N20°36'10"E	30.09'	42°11'20"
C23	820.00'	317.67'	S39°41'25"E	329.44'	22°58'46"
C24	33.00'	18.68'	N61°07'33"W	18.44'	32°26'24"
C25	60.00'	39.38'	N34°53'31"E	38.69'	37°36'36"
C26	30.00'	36.18'	N01°48'40"E	33.98'	69°06'07"
C27	30.00'	41.18'	N72°16'33"W	37.98'	47°08'22"
C28	50.00'	34.86'	S64°06'23"W	34.29'	40°56'42"
C29	33.00'	29.58'	N61°34'31"E	28.60'	47°00'24"
C30	182.00'	142.85'	S26°18'54"E	139.08'	90°03'01"
C31	153.00'	14.38'	S08°33'28"E	14.38'	5°23'07"
C32	175.00'	88.74'	S11°42'42"E	85.86'	29°03'13"
C33	25.00'	8.27'	S12°40'32"E	8.23'	18°57'33"
C34	33.00'	8.27'	S12°40'32"E	8.27'	20°33'33"
C35	33.00'	40.31'	S48°35'39"W	38.08'	93°42'30"
C36	880.00'	881.84'	N52°21'31"W	823.89'	57°25'28"
C37	630.00'	99.18'	S11°44'39"W	99.15'	9°01'06"
C38	30.00'	24.64'	N88°52'06"E	23.94'	47°03'18"
C39	60.00'	41.85'	N01°48'40"E	41.01'	39°57'30"
C40	840.00'	93.78'	S86°16'39"W	93.73'	6°23'46"
C41	33.00'	35.48'	N81°48'41"E	33.84'	61°36'34"
C42	33.00'	8.88'	S27°47'13"W	8.83'	15°24'58"
C43	25.00'	7.88'	N08°18'41"E	7.85'	18°03'34"
C44	225.00'	15.41'	S12°21'39"W	15.41'	3°55'13"
C45	225.00'	73.10'	S21°58'34"W	72.78'	18°37'27"
C46	225.00'	73.10'	S40°35'59"W	72.78'	18°37'27"
C47	225.00'	28.10'	S53°07'28"W	28.08'	7°09'31"
C48	33.00'	21.87'	S27°08'41"W	21.49'	37°58'28"
C49	45.00'	37.80'	S62°30'24"W	36.70'	48°07'48"
C50	180.00'	139.84'	N08°55'52"W	137.32'	42°10'19"
C51	33.00'	43.18'	S83°19'24"E	40.18'	74°57'41"
C52	33.00'	13.00'	S12°28'30"W	12.92'	22°34'14"
C53	100.00'	84.98'	S23°08'04"E	82.51'	48°41'33"
C54	30.00'	47.12'	N88°35'57"E	42.43'	90°00'00"
C55	30.00'	47.12'	S01°24'03"E	42.43'	90°00'00"
C56	30.00'	23.27'	S28°23'36"W	22.68'	44°26'57"
C57	33.00'	30.27'	N77°17'42"E	29.19'	52°33'49"
C58	19.00'	8.95'	S41°38'09"W	8.86'	26°59'18"
C59	33.00'	47.88'	S32°03'03"W	43.63'	83°07'41"
C60	33.00'	31.73'	S52°43'09"E	30.45'	73°47'41"
C61	72.00'	93.08'	N87°40'38"E	86.75'	73°25'03"
C62	10.00'	8.88'	S78°31'31"E	8.95'	50°52'18"
C63	30.00'	45.84'	N68°56'38"W	44.07'	87°32'59"
C64	60.00'	39.41'	N28°00'11"W	38.72'	37°38'11"
C65	30.00'	47.12'	N46°24'03"W	42.43'	90°00'00"
C66	30.00'	47.12'	N43°35'57"E	42.43'	90°00'00"
C67	30.00'	106.13'	S81°35'41"E	58.38'	202°34'48"
C68	33.00'	30.27'	S54°44'09"W	29.27'	79°31'44"
C69	33.00'	29.84'	S44°05'15"W	28.80'	90°00'00"
C70	33.00'	29.84'	S45°54'45"E	28.84'	90°00'00"
C71	210.00'	184.84'	N58°34'32"W	178.91'	50°26'18"
C72	33.00'	31.73'	S48°43'36"W	30.45'	55°07'18"
C73	225.00'	21.83'	S40°53'36"W	21.81'	5°33'45"
C74	825.00'	73.10'	S53°58'30"W	73.08'	5°04'52"
C75	825.00'	54.08'	S58°31'33"W	54.07'	3°45'34"
C76	33.00'	30.27'	N13°28'23"E	29.19'	52°33'49"
C77	33.00'	33.85'	N62°36'18"E	32.41'	58°46'33"
C78	30.00'	53.04'	S47°17'34"E	46.81'	101°18'39"
C79	30.00'	31.13'	N09°58'46"E	29.78'	59°26'54"
C80	30.00'	29.28'	N38°21'14"W	28.12'	55°54'33"
C81	30.00'	33.43'	N21°17'37"E	31.80'	63°49'51"
C82	96.84'	31.33'	N21°17'37"E	31.20'	18°32'30"
C83	92.00'	53.04'	N11°45'39"W	52.30'	33°02'30"
C84	33.00'	31.82'	S07°26'38"E	29.81'	46°11'23"
C85	33.00'	38.27'	S74°36'36"E	33.36'	90°00'00"
C86	208.00'	18.12'	S81°54'00"E	18.07'	4°59'18"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C87	300.00'	91.47'	S72°40'08"W	91.14'	17°28'06"
C88	300.00'	96.87'	N86°31'55"W	96.47'	18°29'58"
C89	300.00'	88.79'	S73°54'36"W	88.49'	16°57'02"
C90	300.00'	43.34'	S62°08'34"W	43.30'	8°16'59"
C91	300.00'	30.42'	N59°01'19"W	30.41'	5°48'40"
C92	300.00'	30.42'	N53°12'39"W	30.41'	5°48'40"
C93	300.00'	30.42'	N47°24'00"W	30.40'	5°48'40"
C94	300.00'	30.42'	N41°35'20"W	30.40'	5°48'40"
C95	600.00'	13.00'	N39°58'38"W	13.00'	1°14'31"
C96	600.00'	73.00'	N43°53'31"W	72.95'	6°58'03"
C97	600.00'	13.00'	N47°21'47"W	13.00'	1°14'08"
C98	600.00'	13.00'	N48°35'55"W	13.00'	1°14'08"
C99	225.00'	73.38'	N39°35'47"W	73.06'	18°41'27"
C100	726.00'	73.84'	N32°27'39"E	73.80'	5°49'56"
C101	725.00'	73.81'	N26°34'54"E	73.47'	5°49'56"
C102	725.00'	93.15'	N11°37'18"E	93.15'	7°21'58"
C103	600.00'	14.44'	N12°08'37"W	14.44'	1°22'38"
C104	660.00'	73.41'	N06°36'18"W	73.34'	6°22'00"
C105	660.00'	8.23'	N02°45'38"W	8.23'	1°25'52"
C106	30.00'	8.39'	N07°24'10"E	8.36'	16°01'27"
C107	30.00'	18.28'	N31°08'32"E	18.00'	34°54'48"
C108	50.00'	74.33'	N09°51'57"W	67.60'	85°10'44"
C109	30.00'	38.90'	N58°47'14"E	37.65'	44°31'48"
C110	30.00'	15.00'	N80°16'14"E	14.80'	28°38'14"
C111	60.00'	34.88'	S88°13'58"E	33.82'	33°18'06"
C112	30.00'	33.83'	S32°19'49"E	32.14'	64°36'14"
C113	30.00'	21.82'	N23°53'39"E	30.41'	48°11'33"
C114	33.00'	30.23'	N49°19'58"E	29.24'	52°30'00"
C115	175.00'	20.04'	S88°53'08"W	20.03'	6°33'44"
C116	175.00'	39.00'	S72°34'46"W	38.92'	12°46'00"
C117	33.00'	31.82'	S50°38'35"W	31.22'	55°14'28"
C118	33.00'	31.82'	N50°38'35"E	31.22'	55°14'28"
C119	25.00'	39.27'	N00°13'22"W	35.36'	90°00'00"
C120	25.00'	39.27'	N89°46'38"E	35.36'	90°00'00"
C121	595.00'	8.85'	S89°13'54"E	8.85'	0°51'13"
C122	786.00'	32.89'	S87°56'30"E	32.88'	2°23'50"
C123	33.00'	31.82'	S72°56'33"E	31.22'	55°14'28"
C124	33.00'	31.82'	S17°41'56"W	31.22'	55°14'28"
C125	225.00'	31.47'	S82°26'32"W	31.45'	8°00'54"
C126	225.00'	36.12'	S73°58'37"W	36.08'	9°11'58"
C127	225.00'	36.12'	S64°46'39"W	36.08'	9°11'58"
C128	225.00'	36.12'	S55°34'41"W	36.08'	9°11'58"
C129	225.00'	36.12'	S46°22'43"W	36.08'	9°11'58"
C130	225.00'	30.63'	S37°33'37"W	30.61'	7°48'04"
C131	225.00'	30.29'	S29°44'54"W	30.27'	7°42'52"
C132	615.00'	28.58'	S00°13'22"E	28.58'	2°39'46"
C133	615.00'	32.07'	N04°06'33"E	32.07'	2°59'11"
C134	1175.00'	11.44'	S12°15'18"E	11.44'	0°33'27"
C135	1175.00'	38.13'	S13°25'49"E	38.13'	1°51'48"
C136	775.00'	25.64'	S06°22'33"E	25.64'	1°53'41"
C137	1175.00'	75.30'	S09°10'17"E	75.29'	3°40'34"
C138	775.00'	70.85'	S09°13'06"E	70.85'	5°14'14"
C139	275.00'	36.22'	S13°13'59"W	36.20'	7°32'51"
C140	950.00'	14.97'	S12°15'18"E	14.97'	0°54'12"
C141	1175.00'	11.44'	S12°15'18"E	11.44'	0°33'27"
C142	1175.00'	38.13'	S13°25'49"E	38.13'	1°51'48"
C143	775.00'	25.64'	S06°22'33"E	25.64'	1°53'41"
C144	1175.00'	75.30'	S09°10'17"E	75.29'	3°40'34"
C145	775.00'	70.85'	S09°13'06"E	70.85'	5°14'14"
C146	275.00'	36.22'	S13°13'59"W	36.20'	7°32'51"
C147	950.00'	14.97'	S12°15'18"E	14.97'	0°54'12"
C148	225.00'	36.12'	S64°46'39"W	36.08'	9°11'58"
C149	33.00'	31.82'	S72°56'33"E	31.22'	55°14'28"
C150	50.00'	74.33'	N09°51'57"W	67.60'	85°10'44"
C151	50.00'	51.23'	N33°27'54"E	49.15'	58°42'31"
C152	50.00'	23.10'	N03°45'39"W	22.90'	26°28'27"
C153	30.00'	25.98'	N56°09'21"E	25.17'	49°37'31"
C154	30.00'	34.88'	S58°25'25"E	32.93'	66°36'03"
C155	50.00'	41.33'	S67°21'52"E	40.15'	47°21'01"
C156	30.00'	23.91'	S68°51'48"W	23.27'	45°39'34"
C157	30.00'	21.82'	N44°36'26"E	20.41'	41°41'22"
C158	175.00'	158.23'	N02°16'58"E	152.93'	51°48'12"
C159	175.00'	16.42'	S47°34'41"E	16.41'	5°22'40"
C160	175.00'	38.23'	S52°37'34"E	38.15'	12°30'53"
C161	775.00'	93.41'	S58°26'43"W	93.35'	6°54'19"
C162	775.00'	64.18'	S52°13'34"W	64.16'	4°44'57"
C163	775.00'	64.1'	S45°26'08"W	64.15'	4°44'57"
C164	775.00'	64.15'	S38°30'52"W	64.13'	4°44'57"
C165	775.00'	64.15'	S33°45'35"W	64.13'	4°44'57"
C166	775.00'	64.14'	S29°00'38"W	64.12'	4°44'57"
C167	775.00'	64.21'	S23°15'42"W	64.17'	4°44'57"
C168	50.00'	10.20'	S42°16'48"W	10.18'	11°41'19"
C169	25.00'	8.73'	N00°27'32"E	8.69'	20°00'44"
C170	25.00'	42.49'	S82°36'31"E	37.34'	97°22'10"
C171	600.00'	913.83'	S00°09'09"W	828.88'	87°16'11"
C172	33.00'	29.88'	S72°15'11"E	28.84'	51°53'15"
C173	73.00'	94.23'	N62°34'16"E	87.88'	74°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°44'48"E	20.15'
L2	S89°50'30"E	28.72'
L3	S89°50'30"E	28.00'
L4	S89°50'30"E	28.00'
L5	S89°50'30"E	17.00'
L6	S00°13'22"E	44.47'
L7	S00°13'22"E	33.00'
L8	N89°50'30"E	33.00'
L9	N89°50'30"E	22.17'
L10	S00°13'22"E	11.77'
L11	N89°50'30"E	44.47'
L12	N89°50'30"E	33.00'
L13	S00°13'22"E	60.47'
L14	N89°46'38"E	8.00'
L15	N13°49'48"E	46.15'
L16	N84°37'38"E	39.14'
L17	N46°28'11"E	130.34'
L18	N44°06'11"E	144.80'
L19	S89°50'30"E	145.54'
L20	N89°50'30"E	100.00'
L21	S89°50'30"W	130.98'
L22	S00°09'30"E	116.39'
L23	S89°50'30"W	98.87'
L24	S00°09'30"E	79.00'
L25	N89°50'30"E	79.00'
L26	S00°09'30"E	31.34'
L27	S89°50'30"W	44.45'
L28	S34°43'30"E	30.86'
L29	N89°50'30"E	39.64'
L30	S00°09'30"E	32.15'
L31	N44°06'11"E	144.80'
L32	N89°50'30"E	130.42'
L33	N89°50'30"E	13.00'
L34	S00°09'30"E	8.18'
L35	N89°50'30"E	130.36'
L36	N89°16'46"E	38.22'
L37	S89°50'30"W	98.22'
L38	S89°50'30"W	88.88'
L39	S12°25'30"W	31.61'
L40	N00°13'22"W	33.35'
L41	N00°13'22"W	133.66'
L42	S89°46'38"W	33.00'
L43	S89°46'38"W	113.18'
L44	S89°46'38"W	113.66'
L45	S89°46'38"W	22.38'
L46	N00°13'22"W	22.38'
L47	N00°00'00"E	30.00'
L48	S89°50'30"W	17.18'
L49	N89°16'46"E	130.18'
L50	N89°16'46"E	13.66'
L51	N00°09'30"E	28.33'
L52	N89°50'30"E	41.86'
L53	N00°09'30"E	181.42'
L54	N00°09'30"E	181.42'
L55	N89°50'30"E	41.86'
L56	N00°09'30"E	28.33'
L57	N00°09'30"E	134.51'
L58	N89°50'30"E	17.18'
L59	S89°50'30"W	33.86'
L60	S00°09'30"E	134.51'
L61	N89°16'46"E	118.78'
L62	S89°16'46"W	116.24'
L63	N18°43'38"E	73.00'
L64	N32°11'06"E	78.00'
L65	N89°16'46"E	78.00'
L66	N89°16'46"E	78.00'
L67	N89°16'46"E	78.00'
L68	N89°16'46"E	78.00'
L69	N89°16'46"E	78.00'
L70	N89°16'46"E	78.00'
L71	N89°16'46"E	78.00'
L72	N89°16'46"E	78.00'
L73	N89°16'46"E	78.00'
L74	N89°16'46"E	78.00'
L75	N89°16'46"E	78.00'
L76	N89°16'46"E	78.00'
L77	N89°16'46"E	78.00'
L78	N89°16'46"E	78.00'
L79	N89°16'46"E	78.00'
L80	N89°16'46"E	78.00'
L81	N89°16'46"E	78.00'
L82	N89°16'46"E	78.00'
L83	N89°16'46"E	78.00'
L84	N89°16'46"E	78.00'
L85	N89°16'46"E	78.00'
L86	N89°16'46"E	78.00'
L87	N89°16'46"E	78.00'
L88	N89°16'46"E	78.00'
L89	N89°16'46"E	78.00'
L90	N89°16'46"E	78.00'
L91	N89°16'46"E	78.00'
L92	S89°16'46"W	116.24'
L93	N18°43'38"E	73.00'
L94	N32°11'06"E	78.00'
L95	N89°16'46"E	78.00'
L96	N89°16'46"E	78.00'
L97	N89°16'46"E	78.00'
L98	N89°16'46"E	78.00'
L99	N89°16'46"E	78.00'
L100	N89°16'46"E	78.00'
L101	N89°16'46"E	78.00'
L102	N89°16'46"E	78.00'
L103	N89°16'46"E	78.00'
L104	N89°16'46"E	78.00'
L105	N89°16'46"E	78.00'
L106	N89°16'46"E	78.00'
L107	N89°16'46"E	78.00'
L108	N89°16'46"E	78.00'
L109	N89°16'46"E	78.00'
L110	N89°16'46"E	78.00'
L111	N89°16'46"E	78.00'
L112	N89°16'46"E	78.00'
L113	N89°16'46"E	78.00'
L114	N89°16'46"E	78.00'
L115	N89°16'46"E	78.00'
L116	N89°16'46"E	78.00'
L117	N89°16'46"E	78.00'
L118	N89°16'46"E	78.00'
L119	N89°16'46"E	78.00'
L120	N89°16'46"E	78.00'
L121	N89°16'46"E	78.00'
L122	N89°16'46"E	78.00'
L123	N89°16'46"E	78.00'
L124	N89°16'46"E	78.00'
L125	N89°16'46"E	78.00'
L126	N89°16'46"E	78.00'
L127	N89°16'46"E	78.00'
L128	N89°16'46"E	78.00'
L129	N89°16'46"E	78.00'
L130	N89°16'46"E	78.00'
L131	N89°16'46"E	78.00'
L132	N89°16'46"E	78.00'
L133	N89°16'46"E	78.00'
L134	N89°16'46"E	78.00'
L135	N89°16'46"E	78.00'
L136	N89°16'46"E	78.00'
L137	N89°16'46"E	78.00'
L138	N89°16'46"E	78.00'
L139	N89°16'46"E	78.00'
L140	N89°16'46"E	78.00'
L141	N89°16'46"E	78.00'
L142	N89°16'46"E	78.00'
L143	N89°16'46"E	78.00'
L144	N89°16'46"E	78.00'
L145	N89°16'46"E	78.00'
L146	N89°16'46"E	78.00'
L147	N89°16'46"E	78.00'
L148	N89°16'46"E	78.00'
L149	N89°16'46"E	78.00'
L150	N89°16'46"E	78.00'
L151	N89°16'46"E	78.00'
L152	N89°16'46"E	78.00'
L153	N89°16'46"E	78.00'
L154	N89°16'46"E	78.00'
L155	N89°16'46"E	78.00'
L156	N89°16'46"E	78.00'
L157	N89°16'46"E	78.00'
L158	N89°16'46"E	78.00'
L159	N89°16'46"E	78.00'
L160	N89°16'46"E	78.00'
L161	N89°16'46"E	78.00'
L162	N89°16'46"E	78.00'
L163	N89°16'46"E	78.00'
L164	N89°16'46"E	78.00'
L165	N89°16'46"E	78.00'
L166	N89°16'46"E	78.00'
L167	N89°16'46"E	78.00'
L168	N89°16'46"E	78.00'
L169	N89°16'46"E	78.00'
L170	N89°16'46"E	78.00'
L171	N89°16'46"E	78.00'
L172	N89°16'46"E	78.00'
L173	N89°16'46"E	78.00'
L174	N89°16'46"E	78.00'
L175	N89°16'46"E	78.00'
L176	N89°16'46"E	78.00'
L177	N89°16'46"E	78.00'
L178	N89°16'46"E	78.00'
L179	N89°16'46"E	78.00'
L180	N89°16'46"E	78.00'
L181	N89°16'46"E	78.00'
L182	N89°16'46"E	78.00'
L183	N89°16'46"E	78.00'
L184	N89°16'46"E	78.00'
L185	N89°16'46"E	78.00'
L186	N89°16'46"E	78.00'
L187	N89°16'46"E	78.00'
L188	N89°16'46"E	78.00'
L189	N89°16'46"E	78.00'
L190	N89°16'46"E	78.00'
L191	N89°16'46"E	78.00'
L192	N89°16'46"E	78.00'
L193	N89°16'46"E	78.00'
L194	N89°16'46"E	78.00'
L195	N89°16'46"E	78.00'
L196	N89°16'46"E	78.00'
L197	N89°16'46"E	78.00'
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L354	N89°16'46"E	78.00'
L355	N89°16'46"E	78.00'
L356	N89°16'46"E	78.00'
L357	N89°16'46"E	78.00'
L358

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132 AND 133, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
MAY 5, 2006



VICINITY MAP – N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2, AND CONTAINS 1.813 ACRES OF LAND, MORE OR LESS.

THE RIGHT OF WAY SHOWN HEREON AS TRACTS H AND I ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNERS OF THE LAND SHOWN HEREON

SEE SHEET 2 OF 3 FOR INSTRUMENTS OF TITLE, OWNER SIGNATURES, AND NOTARIES.

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

KERY W. GREINER, PS 9761 — DATE 6-20-06

KERY W. GREINER NEW MEXICO 9761 PROFESSIONAL LAND SURVEYOR

PLAT NO. 4948 — RECEPTION NO. 319778

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 11 DAY OF September, 2006 AT 3:34 O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 770-772 FILED IN THE RECORDS OF SAID COUNTY.

Rita Torres
COUNTY CLERK

Sandra Flores
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: _____ DATE: 6/15/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE: 6/15/06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE: 6/13/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL FILE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: David Weir — DATE: 8-25-06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ — DATE: 8/30/06
DIRECTOR OF UTILITIES

BY: _____ — DATE: 8-25-06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

CHAIRMAN — DATE 9/7/06

SECRETARY — DATE 9-7-06

DIAMONDBACK
LAND SURVEYING CO., INC.
406B MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 06032.DWG

770

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132 AND 133, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
MAY 5, 2006

INSTRUMENT OF TITLE: LOT 27A - CLERK'S BOOK 491, PAGE 1822 (3/03/2008)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 10th DAY OF August, 2008.

JOHN T. MOSCATO
SUNSET VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF August 2008 BY JOHN T. MOSCATO.

(NOTARY PUBLIC) MY COMMISSION EXPIRES 6-6-10

INSTRUMENT OF TITLE: LOT 28A - CLERK'S BOOK 708, PAGE 1441 (5/10/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 10th DAY OF August, 2008.

GARY L. LANE
GARY L. LANE, INC.
1608 IMPERIAL RIDGE
LAS CRUCES, NM 88011

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF August 2008 BY GARY L. LANE.

(NOTARY PUBLIC) 6-6-10

INSTRUMENT OF TITLE: LOT 133A - CLERK'S BOOK 676, PAGE 982 (1/10/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 21st DAY OF August, 2008.

MICHAEL J. CLIFFORD
ORGAN VIEW INVESTMENTS
1155 COMMERCE, SUITE E
LAS CRUCES, NM 88001

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF August 2008 BY

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

INSTRUMENT OF TITLE: LOT 133A - CLERK'S BOOK 680, PAGE 1843 (3/06/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 21st DAY OF August, 2008.

MICHAEL J. CLIFFORD
P.O. BOX 7881
LAS CRUCES, NM 88006

SALLIE D. CLIFFORD
P.O. BOX 7881
LAS CRUCES, NM 88006

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF August 2008 BY MICHAEL J. AND SALLIE, D. CLIFFORD.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

INSTRUMENT OF TITLE: LOT 81A - CLERK'S BOOK 676, PAGE 1522 (1/11/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 11th DAY OF August, 2008.

ROBERT L. SKAGGS
2117 VISTA LEJANO
LAS CRUCES, NM 88005

LINDA R. SKAGGS
2117 VISTA LEJANO
LAS CRUCES, NM 88005

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF August 2008 BY ROBERT L. AND LINDA R. SKAGGS.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

INSTRUMENT OF TITLE: LOT 82A - CLERK'S BOOK 681, PAGE 1830 (2/01/2006)
LOT 83A - CLERK'S BOOK 681, PAGE 1358 (2/01/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 18 DAY OF AUGUST 2008.

KEVIN GALL
GALL PROPERTIES AND DEVELOPING INC
812 CANTERBURY AVENUE
LAS CRUCES, NM 88005

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF August 2008 BY KEVIN GALL.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

INSTRUMENT OF TITLE: LOT 84A - CLERK'S BOOK 681, PAGE 1848 (2/01/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 8 DAY OF August, 2008.

LUIS LOPEZ
2002 MINA COURT
LAS CRUCES, NM 88007

MARTHA S. LOPEZ
2002 MINA COURT
LAS CRUCES, NM 88007

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8TH DAY OF AUGUST 2008 BY LUIS AND MARTHA S. LOPEZ.

(NOTARY PUBLIC) 8-7-07 MY COMMISSION EXPIRES

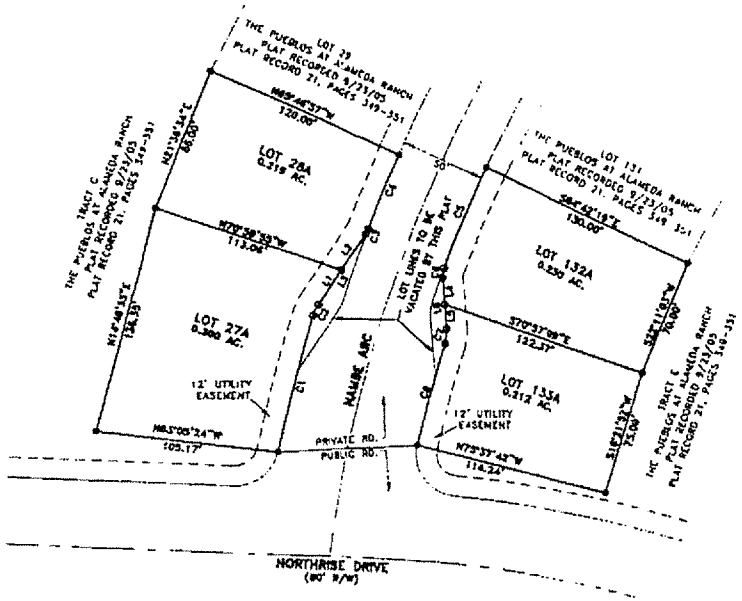
OFFICIAL SEAL
KERY W. GREINER
NOTARY PUBLIC - STATE OF NEW MEXICO
8-7-07

SHEET 2 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4060 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 06032.DWG

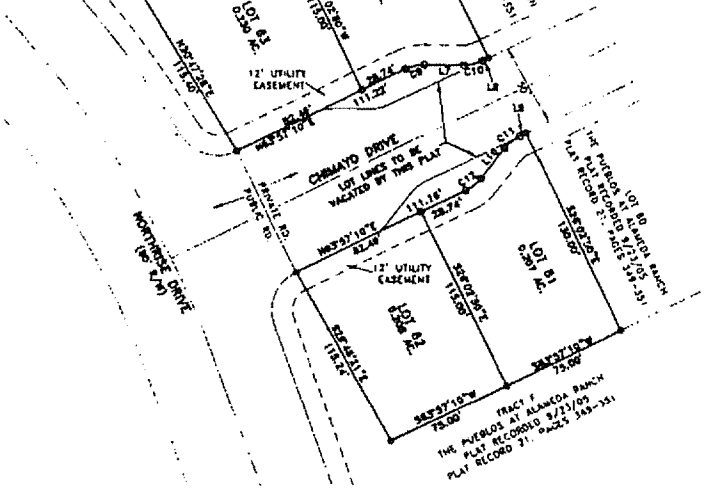
THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

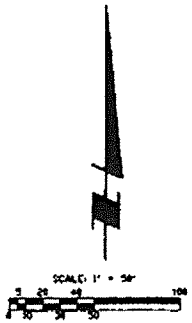
A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132, 133, LAS ALAMEDAS – PHASE II
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349–351
OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 50' MAY 5, 2006



NOTES:

1. THE PURPOSE OF THIS REPLAT IS TO CORRECT THE LOT LINES ALONG THE RIGHT OF WAY OF NAMBE ARC AND CHIMAYO DRIVE. THE ENTRANCES OF THESE GATED PRIVATE ROADWAYS WERE ALTERED TO ACCOMMODATE THE ISLANDS AND GATES. THE FINAL PLAT WAS RECORDED WITHOUT THESE ALTERATIONS AND IS NOW BEING CORRECTED. ALL PAVEMENT, CURB AND GUTTER AND UTILITIES FOR THESE LOTS ARE IN PLACE AND THE LOT SIZES COMPLY WITH THE ORIGINAL SUBDIVISION REQUIREMENTS.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. UTILITY STUBOUTS NECESSARY TO PROVIDE UTILITY SERVICE TO THE LOTS CONTAINED HEREIN ARE ALREADY IN PLACE.
5. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0811E.
6. TRACTS A–F ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED. NO ON-LOT PONDING IS REQUIRED.





CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	840.00'	93.54'	S1°02'58"W	93.35'	6°41'15"
C2	23.00'	7.13'	S32°48'36"W	7.08'	17°45'26"
C3	13.00'	5.11'	N82°46'41"E	5.10'	18°41'36"
C4	825.00'	47.31'	S32°34'28"W	47.31'	3°17'09"
C5	775.00'	44.23'	S32°38'11"W	44.23'	4°48'20"
C6	13.00'	8.98'	S08°51'18"W	8.84'	39°36'31"
C7	23.00'	8.80'	N09°22'46"E	8.75'	21°55'51"
C8	790.00'	82.65'	S1°34'02"W	82.61'	6°43'17"
C9	25.00'	11.37'	S72°48'58"W	11.27'	26°03'28"
C10	25.00'	11.37'	N77°38'26"E	11.27'	26°03'28"
C11	25.00'	11.37'	S26°08'29"W	11.27'	26°03'28"
C12	25.00'	11.37'	N89°42'28"E	11.27'	26°03'28"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N34°37'28"E	24.80'
L2	N34°37'28"E	23.67'
L3	N34°37'28"E	20.47'
L4	N84°38'18"W	19.74'
L5	N84°38'18"W	14.43'
L6	N84°38'18"W	30.17'
L7	S08°38'21"E	22.56'
L8	N43°37'10"E	4.02'
L9	S34°37'10"W	4.02'
L10	N47°34'42"E	22.38'

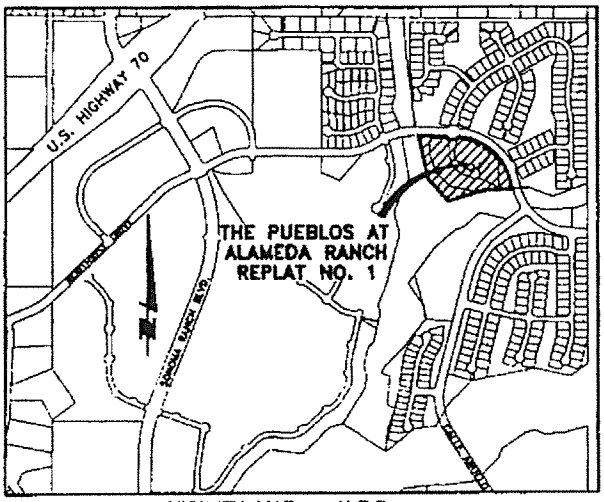
SHEET 3 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2735
FILE ID: 06032.DWG

772

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOTS 1-4, THE PUEBLOS AT ALAMEDA RANCH PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351 OF THE DONA ANA COUNTY RECORDS LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO JANUARY 12, 2006



VICINITY MAP – N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1, AND CONTAINS 9.616 ACRES OF LAND, MORE OR LESS.

UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 20th DAY OF January, 2006.

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF January, 2006, BY JOHN T. MOSCATO.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: 6/13/06

PLAT NO. 4312 RECEPTION NO. 3547

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 21st DAY OF February, 2006 AT 2:33 P O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 506-511 FILED IN THE RECORDS OF SAID COUNTY.

Rita Torres
COUNTY CLERK

DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Enrique Chavez DATE: 1/13/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: [signature] DATE: 1-17-06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: [signature] DATE: 1/13/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: [signature] DATE: 1.26.06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: [signature] DATE: 1/30/06
DIRECTOR OF UTILITIES

BY: [signature] DATE: 1-25-06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

CHAIRMAN [signature] DATE 2/1/06

SECRETARY [signature] DATE 2/1/06

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

KERY W. GREINER, PS 9761 DATE OF SURVEY 1-12-06

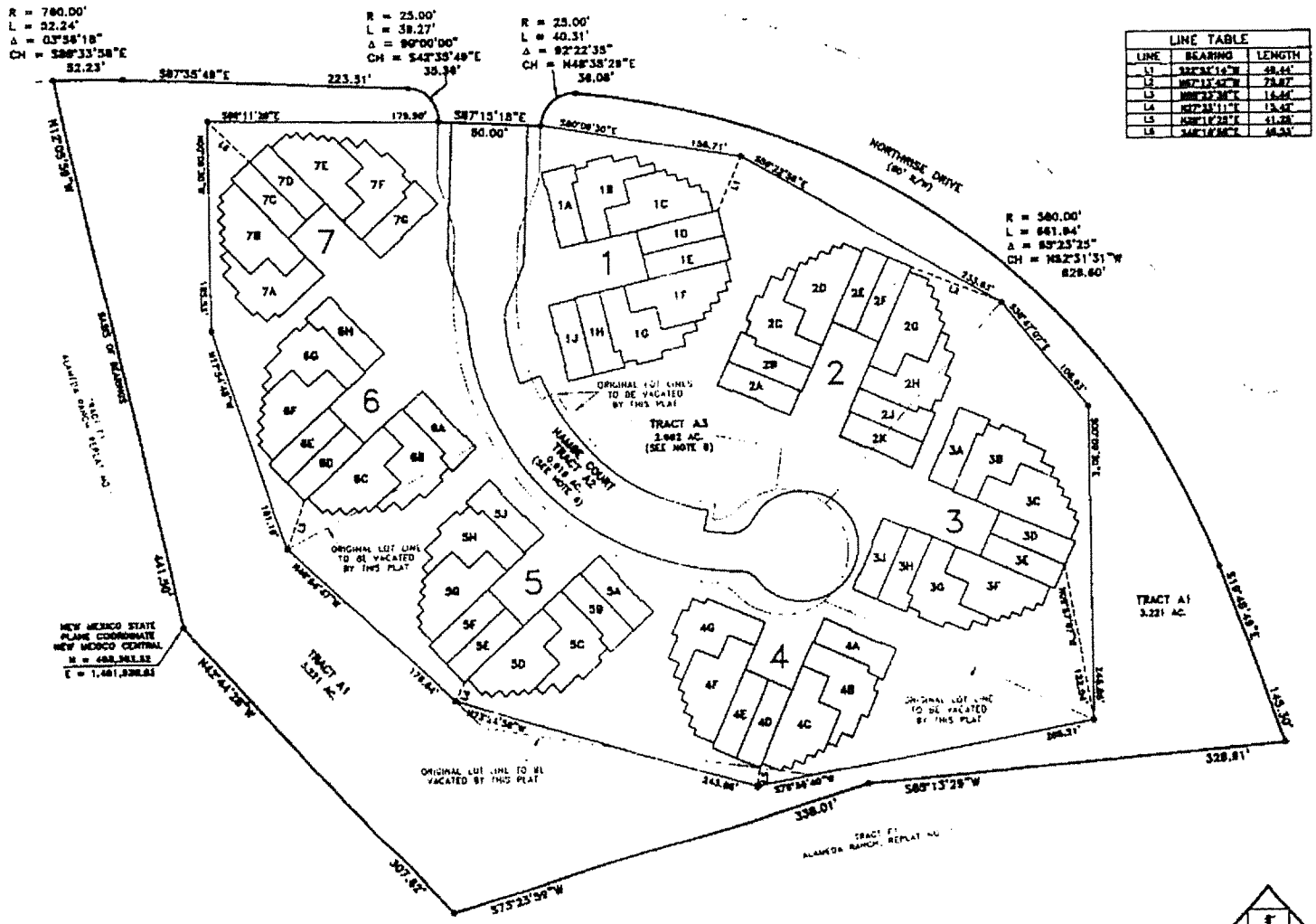
KERY W. GREINER NEW MEXICO 9761 REGISTERED PROFESSIONAL LAND SURVEYOR

DIAMONDBACK LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05239.DWG

SHEET 1 OF 6

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOTS 1-4, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 60' JANUARY 12, 2006

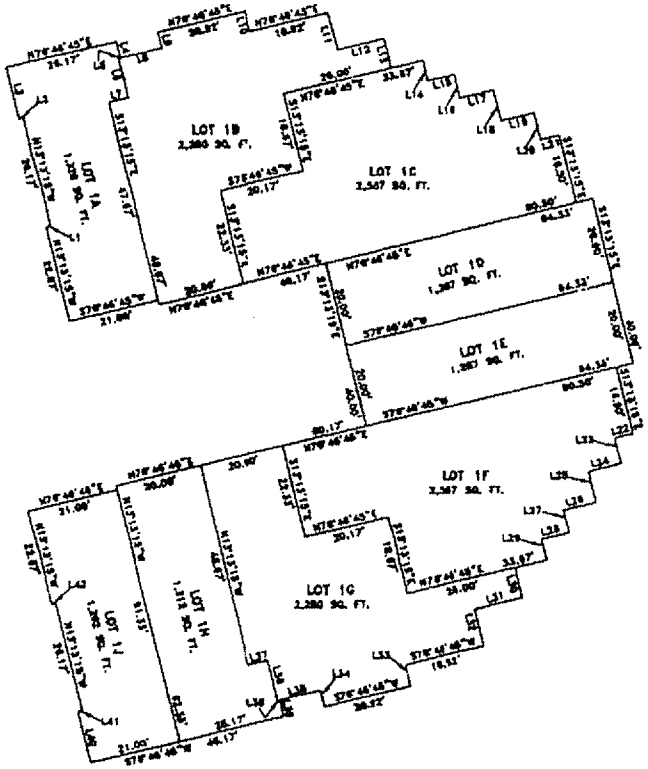


LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°56'14"W	48.44'
L2	N67°13'42"W	73.87'
L3	N88°32'38"E	16.44'
L4	N67°38'11"E	13.42'
L5	N38°16'28"E	41.28'
L6	S46°16'56"E	68.34'

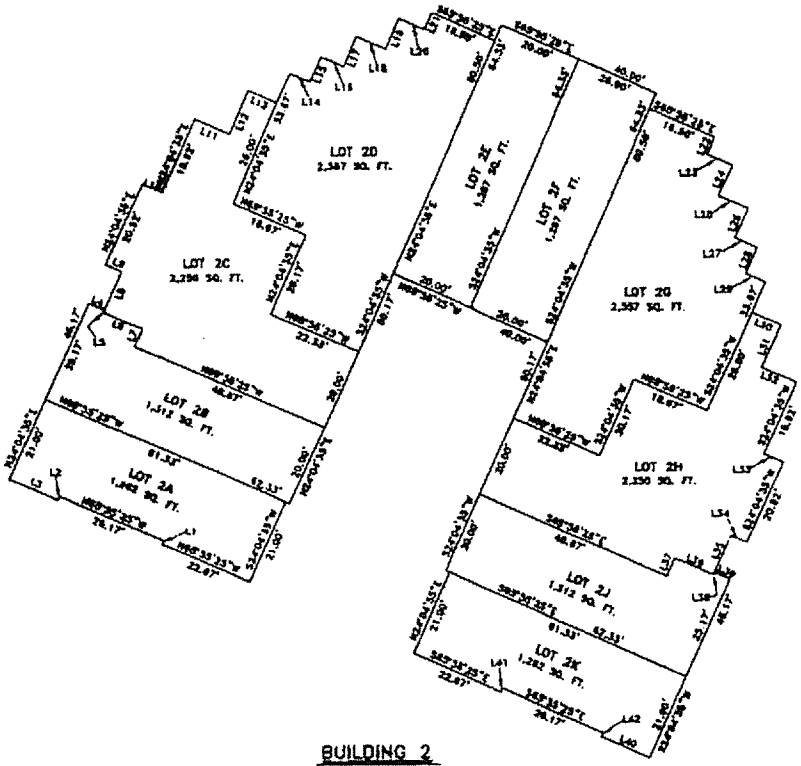
SHEET 2 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4668 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2753
FILE ID: 05239.DWG

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 1
SCALE: 1" = 20'



BUILDING 2
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N12°15'15"E	1.00'
L2	S77°44'45"E	1.00'
L3	N12°15'15"E	12.50'
L4	S77°44'45"E	4.00'
L5	S12°15'15"W	6.50'
L6	S77°44'45"E	8.67'
L7	N12°15'15"E	4.67'
L8	N77°44'45"W	10.33'
L9	N12°15'15"E	4.00'
L10	S77°44'45"E	8.00'
L11	S12°15'15"W	8.00'
L12	N77°44'45"W	11.33'
L13	S12°15'15"W	7.33'
L14	S77°44'45"E	3.00'
L15	N77°44'45"W	8.50'
L16	S12°15'15"W	5.67'
L17	N77°44'45"W	7.83'
L18	S12°15'15"W	7.41'
L19	N77°44'45"W	7.83'
L20	S12°15'15"W	6.42'
L21	N77°44'45"W	6.42'

LINE TABLE		
LINE	BEARING	LENGTH
L22	N77°44'45"W	6.42'
L23	S12°15'15"W	6.42'
L24	N77°44'45"W	7.83'
L25	S12°15'15"W	7.41'
L26	N77°44'45"W	7.83'
L27	S12°15'15"W	5.67'
L28	N77°44'45"W	8.50'
L29	S12°15'15"W	7.33'
L30	N77°44'45"W	11.33'
L31	S12°15'15"W	8.00'
L32	N77°44'45"W	8.00'
L33	S12°15'15"W	4.67'
L34	N77°44'45"W	8.50'
L35	S12°15'15"W	6.50'
L36	N12°15'15"E	4.00'
L37	N77°44'45"W	10.33'
L38	N12°15'15"E	8.67'
L39	S77°44'45"E	6.42'
L40	N77°44'45"W	8.50'
L41	S12°15'15"W	6.00'
L42	N12°15'15"E	12.50'
L43	N77°44'45"W	1.00'
L44	S77°44'45"E	1.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N12°15'15"E	1.00'
L2	S77°44'45"E	1.00'
L3	N12°15'15"E	12.50'
L4	S77°44'45"E	4.00'
L5	S12°15'15"W	6.50'
L6	S77°44'45"E	8.67'
L7	N12°15'15"E	4.67'
L8	N77°44'45"W	10.33'
L9	N12°15'15"E	4.00'
L10	S77°44'45"E	8.00'
L11	S12°15'15"W	8.00'
L12	N77°44'45"W	11.33'
L13	S12°15'15"W	7.33'
L14	S77°44'45"E	3.00'
L15	N77°44'45"W	8.50'
L16	S12°15'15"W	5.67'
L17	N77°44'45"W	7.83'
L18	S12°15'15"W	7.41'
L19	N77°44'45"W	7.83'
L20	S12°15'15"W	6.42'
L21	N77°44'45"W	6.42'

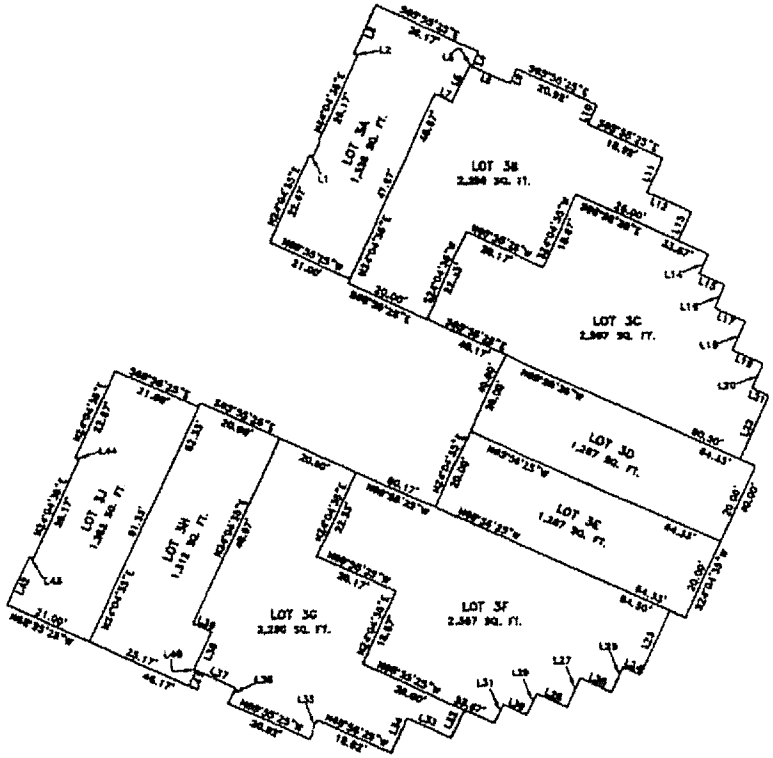
LINE TABLE		
LINE	BEARING	LENGTH
L22	S12°15'15"W	6.42'
L23	N77°44'45"W	6.42'
L24	S12°15'15"W	7.83'
L25	N77°44'45"W	7.41'
L26	S12°15'15"W	7.83'
L27	N77°44'45"W	5.67'
L28	S12°15'15"W	8.50'
L29	N77°44'45"W	7.33'
L30	S12°15'15"W	11.33'
L31	N77°44'45"W	8.00'
L32	S12°15'15"W	4.67'
L33	N77°44'45"W	8.50'
L34	S12°15'15"W	6.50'
L35	N77°44'45"W	10.33'
L36	S12°15'15"W	8.67'
L37	N77°44'45"W	6.42'
L38	S12°15'15"W	8.50'
L39	N77°44'45"W	4.00'
L40	S12°15'15"W	12.50'
L41	N77°44'45"W	1.00'
L42	S12°15'15"W	1.00'

SCALE: 1" = 20'

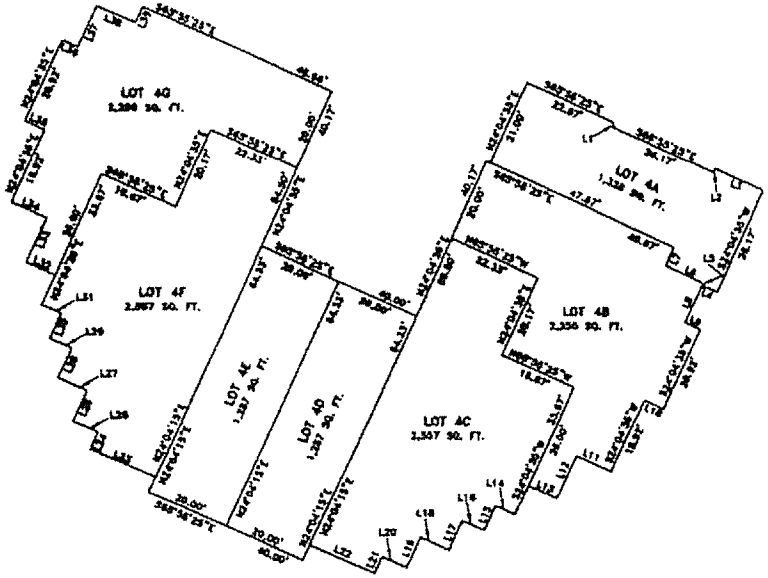
SHEET 3 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4868 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2753
FILE ID: 05239.DWG

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 3
SCALE: 1" = 20'



BUILDING 4
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S24°04'38"W	1.00'
L2	N65°55'22"W	1.00'
L3	N24°04'38"E	13.50'
L4	S24°04'38"W	4.00'
L5	N65°55'22"W	8.50'
L6	S24°04'38"W	8.67'
L7	N65°55'22"W	4.67'
L8	S65°55'22"E	18.33'
L9	N24°04'38"E	4.00'
L10	S24°04'38"W	9.00'
L11	S24°04'38"W	8.00'
L12	N65°55'22"W	11.33'
L13	S24°04'38"W	7.33'
L14	S24°04'38"W	5.00'
L15	S65°55'22"E	8.50'
L16	S24°04'38"W	8.67'
L17	N65°55'22"W	7.84'
L18	S24°04'38"W	7.41'
L19	N65°55'22"W	7.83'
L20	S24°04'38"W	8.42'
L21	S65°55'22"E	4.42'
L22	S24°04'38"W	13.50'

LINE TABLE		
LINE	BEARING	LENGTH
L23	S24°04'38"W	16.50'
L24	N65°55'22"W	4.42'
L25	S24°04'38"W	8.42'
L26	N65°55'22"W	7.83'
L27	S24°04'38"W	7.41'
L28	N65°55'22"W	7.83'
L29	S24°04'38"W	5.67'
L30	N65°55'22"W	8.50'
L31	S24°04'38"W	5.00'
L32	S24°04'38"W	7.33'
L33	N65°55'22"W	11.33'
L34	S24°04'38"W	8.00'
L35	S24°04'38"W	5.00'
L36	S24°04'38"W	6.00'
L37	N65°55'22"W	18.33'
L38	S24°04'38"W	6.67'
L39	N65°55'22"W	4.67'
L40	S65°55'22"E	9.50'
L41	S24°04'38"W	4.00'
L42	S24°04'38"W	12.50'
L43	N65°55'22"W	1.00'
L44	N65°55'22"W	1.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S24°04'38"W	1.00'
L2	N65°55'22"W	1.00'
L3	N24°04'38"E	13.50'
L4	S24°04'38"W	4.00'
L5	N65°55'22"W	8.50'
L6	S24°04'38"W	8.67'
L7	N65°55'22"W	4.67'
L8	S65°55'22"E	18.33'
L9	N24°04'38"E	4.00'
L10	N65°55'22"W	9.00'
L11	N65°55'22"W	8.00'
L12	S24°04'38"W	11.33'
L13	N65°55'22"W	7.33'
L14	N65°55'22"W	5.00'
L15	S24°04'38"W	8.50'
L16	N65°55'22"W	8.67'
L17	S24°04'38"W	7.84'
L18	N89°00'21"W	7.41'
L19	S24°04'38"W	7.83'
L20	N65°55'22"W	8.42'

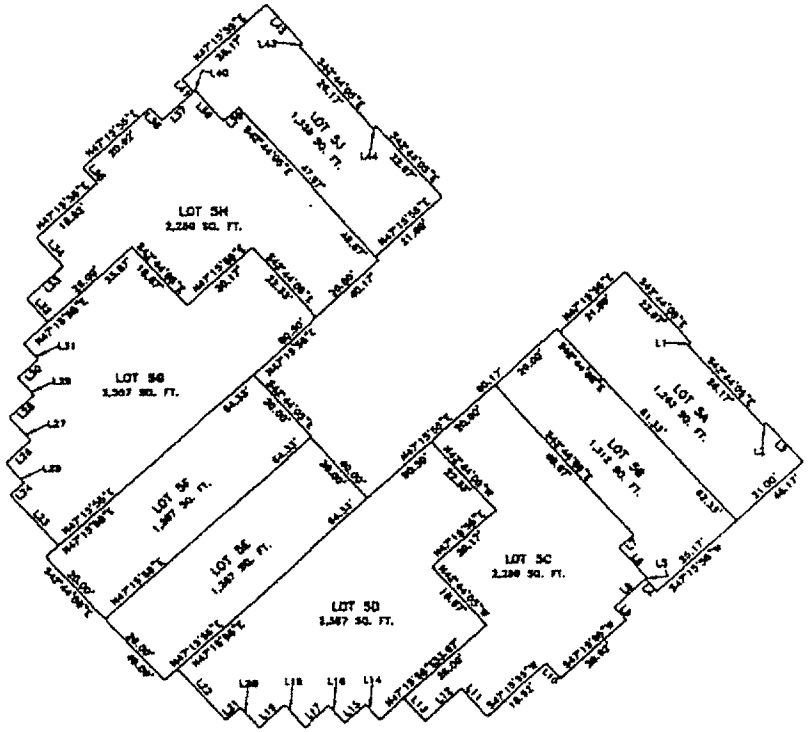
LINE TABLE		
LINE	BEARING	LENGTH
L21	S24°04'38"W	4.42'
L22	N65°55'22"W	16.50'
L23	N24°04'38"E	14.51'
L24	N24°04'38"E	4.42'
L25	N65°55'22"W	8.42'
L26	N65°55'22"W	7.83'
L27	N65°55'22"W	7.41'
L28	N65°55'22"W	7.83'
L29	N24°04'38"E	5.67'
L30	N24°04'38"E	9.00'
L31	N65°55'22"W	8.00'
L32	N65°55'22"W	7.33'
L33	S24°04'38"W	11.33'
L34	N65°55'22"W	8.00'
L35	N24°04'38"E	5.00'
L36	N65°55'22"W	5.00'
L37	S24°04'38"W	6.00'
L38	S89°56'25"E	4.00'
L39	N24°04'38"E	19.83'
L40	S89°56'25"E	9.67'
L41	N24°04'38"E	4.17'

SCALE: 1" = 20'

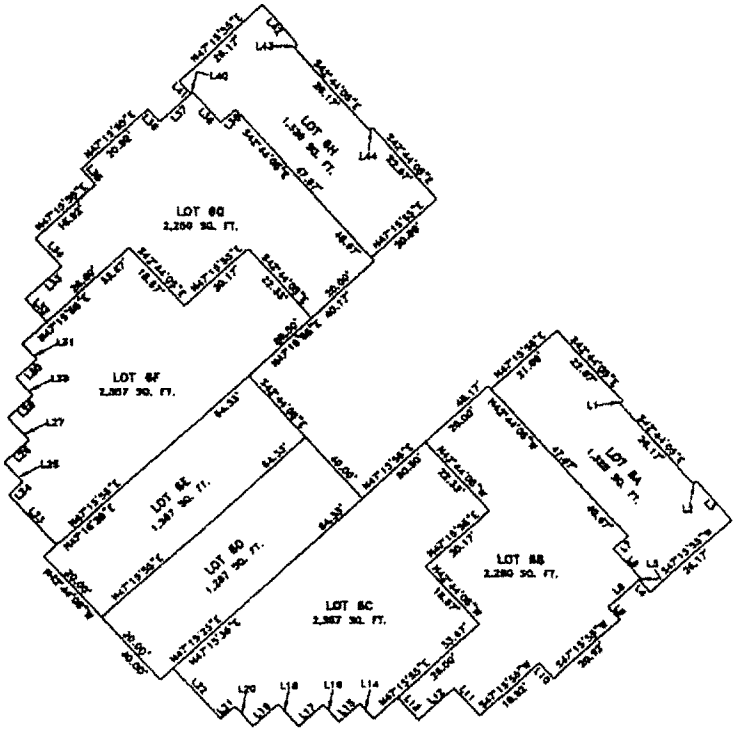
SHEET 4 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID 05239.DWG

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 5
SCALE: 1" = 20'



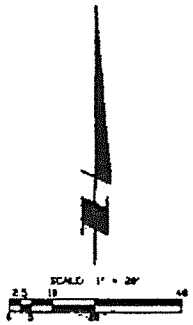
BUILDING 6
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°15'36"W	1.00'
L2	N42°18'36"E	1.00'
L3	S47°15'36"W	13.00'
L4	N42°44'08"W	4.00'
L5	N47°15'36"E	8.00'
L6	N42°44'08"W	8.67'
L7	N47°15'36"E	4.67'
L8	S47°15'36"W	10.33'
L9	S42°44'08"E	4.00'
L10	N42°44'08"W	8.00'
L11	N42°44'08"W	8.00'
L12	S47°15'36"W	11.33'
L13	N42°44'08"W	7.33'
L14	N42°44'08"W	8.00'
L15	S47°15'36"W	8.00'
L16	N42°44'08"W	8.67'
L17	S47°15'36"W	7.83'
L18	N42°44'08"W	7.41'
L19	S47°15'36"W	7.83'
L20	N42°44'08"W	8.67'
L21	S47°15'36"W	8.67'
L22	N42°44'08"W	19.50'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N42°44'08"W	18.50'
L24	N47°15'36"E	8.67'
L25	N42°44'08"W	8.67'
L26	N47°15'36"E	7.83'
L27	N42°44'08"W	7.41'
L28	N47°15'36"E	7.83'
L29	N42°44'08"W	8.67'
L30	N47°15'36"E	8.67'
L31	N42°44'08"W	8.50'
L32	N47°15'36"E	8.00'
L33	N42°44'08"W	7.33'
L34	N47°15'36"E	11.33'
L35	N42°44'08"W	8.00'
L36	N42°44'08"W	4.00'
L37	N47°15'36"E	10.33'
L38	S42°44'08"E	8.67'
L39	N47°15'36"E	4.67'
L40	S42°44'08"E	0.50'
L41	N42°44'08"W	4.00'
L42	N42°44'08"W	12.50'
L43	S47°15'36"W	1.00'
L44	N47°15'36"E	1.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°15'36"W	1.00'
L2	N42°18'36"E	1.00'
L3	S42°44'08"E	13.00'
L4	N42°44'08"W	4.00'
L5	N47°15'36"E	8.00'
L6	N42°44'08"W	8.67'
L7	N47°15'36"E	4.67'
L8	S47°15'36"W	10.33'
L9	S42°44'08"E	4.00'
L10	N42°44'08"W	8.00'
L11	N42°44'08"W	8.00'
L12	S47°15'36"W	11.33'
L13	N42°44'08"W	7.33'
L14	N42°44'08"W	8.00'
L15	S47°15'36"W	8.00'
L16	N42°44'08"W	8.67'
L17	S47°15'36"W	7.83'
L18	N42°44'08"W	7.41'
L19	S47°15'36"W	7.83'
L20	N42°44'08"W	8.67'
L21	S47°15'36"W	8.67'
L22	N42°44'08"W	19.50'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N42°44'08"W	18.50'
L24	N47°15'36"E	8.67'
L25	N42°44'08"W	8.67'
L26	N47°15'36"E	7.83'
L27	N42°44'08"W	7.41'
L28	N47°15'36"E	7.83'
L29	N42°44'08"W	8.67'
L30	N47°15'36"E	8.67'
L31	N42°44'08"W	8.50'
L32	N47°15'36"E	8.00'
L33	N42°44'08"W	7.33'
L34	N47°15'36"E	11.33'
L35	N42°44'08"W	8.00'
L36	N42°44'08"W	5.00'
L37	N47°15'36"E	10.33'
L38	S42°44'08"E	8.67'
L39	N47°15'36"E	4.67'
L40	S42°15'36"W	0.50'
L41	N42°44'08"W	4.00'
L42	N42°44'08"W	12.50'
L43	S47°15'36"W	1.00'
L44	N47°15'36"E	1.00'

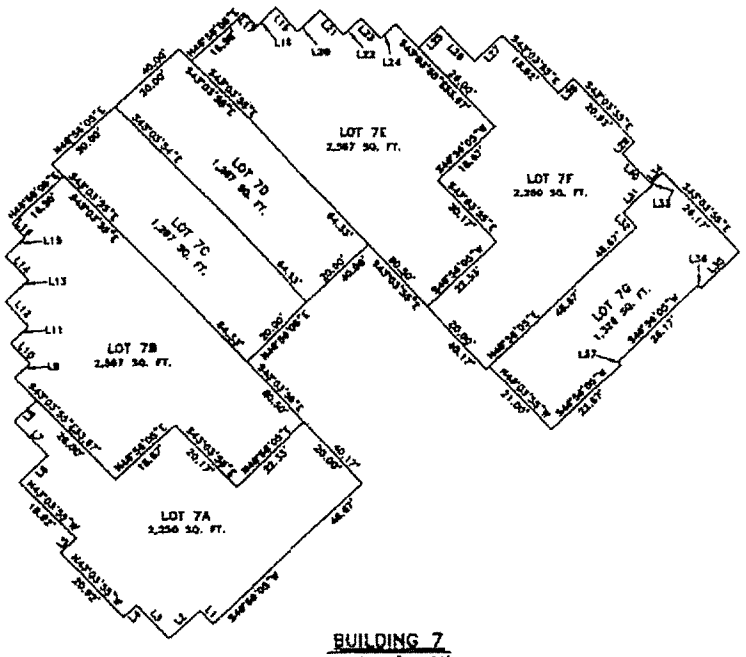


DIAMONDBACK
LAND SURVEYING CO., INC.
4060 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID 05239.DWG

SHEET 5 OF 6

572

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 7
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°56'55"E	6.17'
L2	S45°03'05"E	9.67'
L3	N44°56'55"E	18.83'
L4	S45°03'05"E	5.00'
L5	N44°56'55"E	5.00'
L6	S45°03'05"E	8.00'
L7	N44°56'55"E	11.33'
L8	S45°03'05"E	7.33'
L9	N44°56'55"E	5.00'
L10	N45°03'05"W	8.50'
L11	N44°56'55"E	5.67'
L12	N45°03'05"W	7.83'
L13	N44°56'55"E	7.41'
L14	N45°03'05"W	7.83'
L15	N44°56'55"E	5.41'
L16	N45°03'05"W	5.41'
L17	S45°03'05"E	5.41'
L18	N44°56'55"E	5.41'
L19	S45°03'05"E	7.83'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N44°56'55"E	7.41'
L21	S45°03'05"E	7.83'
L22	N44°56'55"E	5.67'
L23	S45°03'05"E	6.50'
L24	N44°56'55"E	5.00'
L25	N44°56'55"E	7.33'
L26	S45°03'05"E	11.33'
L27	N44°56'55"E	9.00'
L28	N44°56'55"E	5.00'
L29	S44°56'55"W	4.00'
L30	S45°03'05"E	19.33'
L31	S44°56'55"W	5.67'
L32	S45°03'05"E	4.67'
L33	N45°03'05"W	8.50'
L34	N44°56'55"E	4.00'
L35	S44°56'55"W	12.50'
L36	N45°03'05"W	1.00'
L37	S45°03'05"E	1.00'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #8781.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. UTILITY STUBOUTS NECESSARY TO PROVIDE UTILITY SERVICE TO THE LOTS CONTAINED HEREIN ARE ALREADY IN PLACE.
5. TRACT A1 IS FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING AND SHALL BE PRIVATELY MAINTAINED. NO STRUCTURES ARE ALLOWED IN TRACT A1.
6. TRACT A2 CONSISTS OF MANSE COURT AND WILL A PERMANENT, PRIVATE ROADWAY, SHARED ACCESS, DRAINAGE, AND UTILITY EASEMENT AND WILL BE PRIVATELY OWNED AND MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
7. TRACTS A1 AND A2 SHALL PROVIDE ON-LOT PONDING TO BE MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
8. TRACT A3 IS FOR THE PURPOSE OF SHARED ACCESS, OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND RECREATIONAL USES AND WILL BE MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
9. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0617C.
10. ALL BUILDING SETBACKS ARE MEASURED FROM THE OUTER BOUNDARY OF TRACT A1.
11. SETBACKS ARE SHOWN ON THE PLAT AND CAN BE ADJUSTED WHEN REQUESTED ADMINISTRATIVELY.

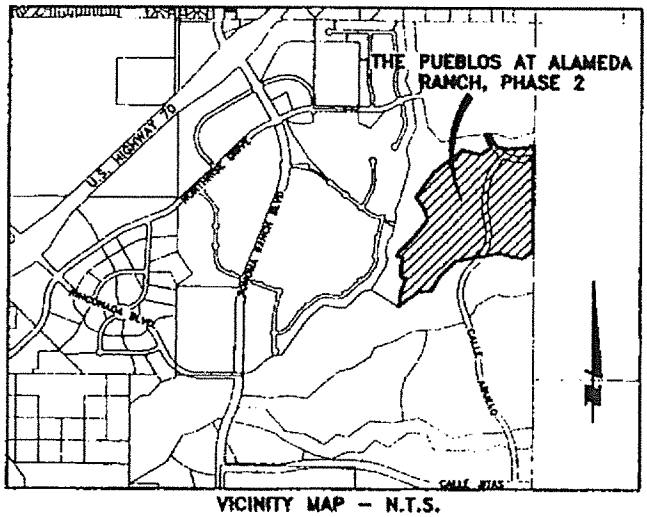
SCALE: 1" = 20'

SHEET 6 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4968 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2753
FILE ID: 05239.DWG

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF PARCELS 8 AND 9, ALAMEDA RANCH
PLAT RECORDED NOVEMBER 28, 2001 IN PLAT RECORD 19, PAGES 765-769
OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 7, 2006



VICINITY MAP - N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, PHASE 2 AND CONTAINS 68.122 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 18TH DAY OF July, 2006.

John T. Moscato, President
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF July, 2006, BY JOHN T. MOSCATO.

Kerry W. Greiner
(NOTARY PUBLIC)

OFFICIAL SEAL
KERRY W. GREINER
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 8-7-07

MY COMMISSION EXPIRES: 8-7-07

PLAT NO. 4436 RECEPTION NO. 28070
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 17TH DAY OF August, 2006 AT 3:37 P O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 742-747 FILED IN THE RECORDS OF SAID COUNTY.

D. Te. Torres
COUNTY CLERK

Linda Chew
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: E. Chavez DATE: 7/13/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC. ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: Danny Kell DATE: 7/17/06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: Jaime Lira DATE: 7/14/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING COMMISSION ON THIS PLAT.

BY: [signature] DATE: 7.21.06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: Jorge A. Garcia DATE: 7/31/06
DIRECTOR OF UTILITIES

BY: Mallett DATE: 7.26.06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

[signature] DATE 7/27/06
CHAIRMAN

[signature] DATE 7-27-06
SECRETARY

SURVEYOR'S CERTIFICATION

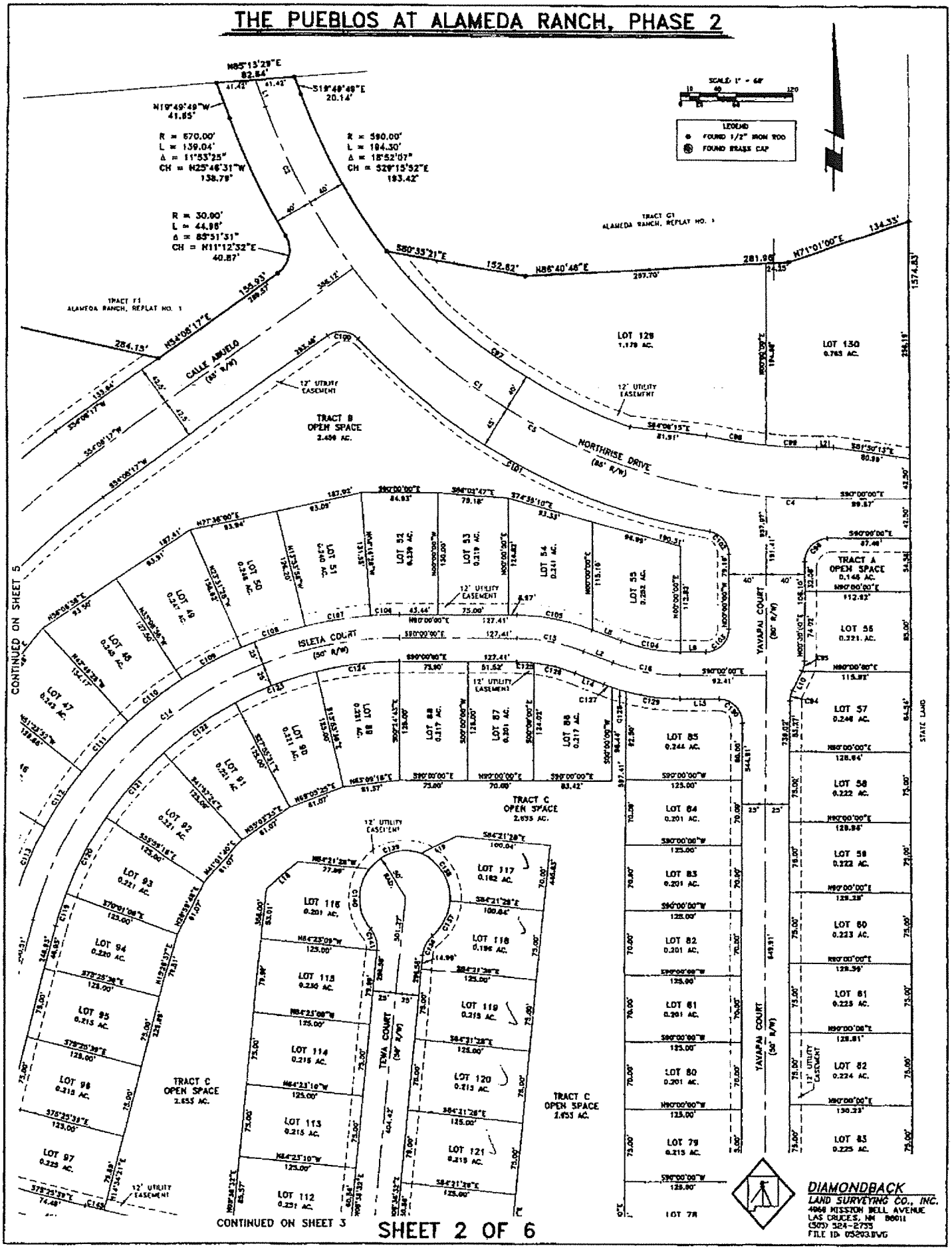
I, KERRY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Kerry W. Greiner 7-18-06
KERRY W. GREINER, PS 9761

KERRY W. GREINER 9761 NEW MEXICO REGISTERED LAND SURVEYOR

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-8755
FILE ID# 05203.DWG

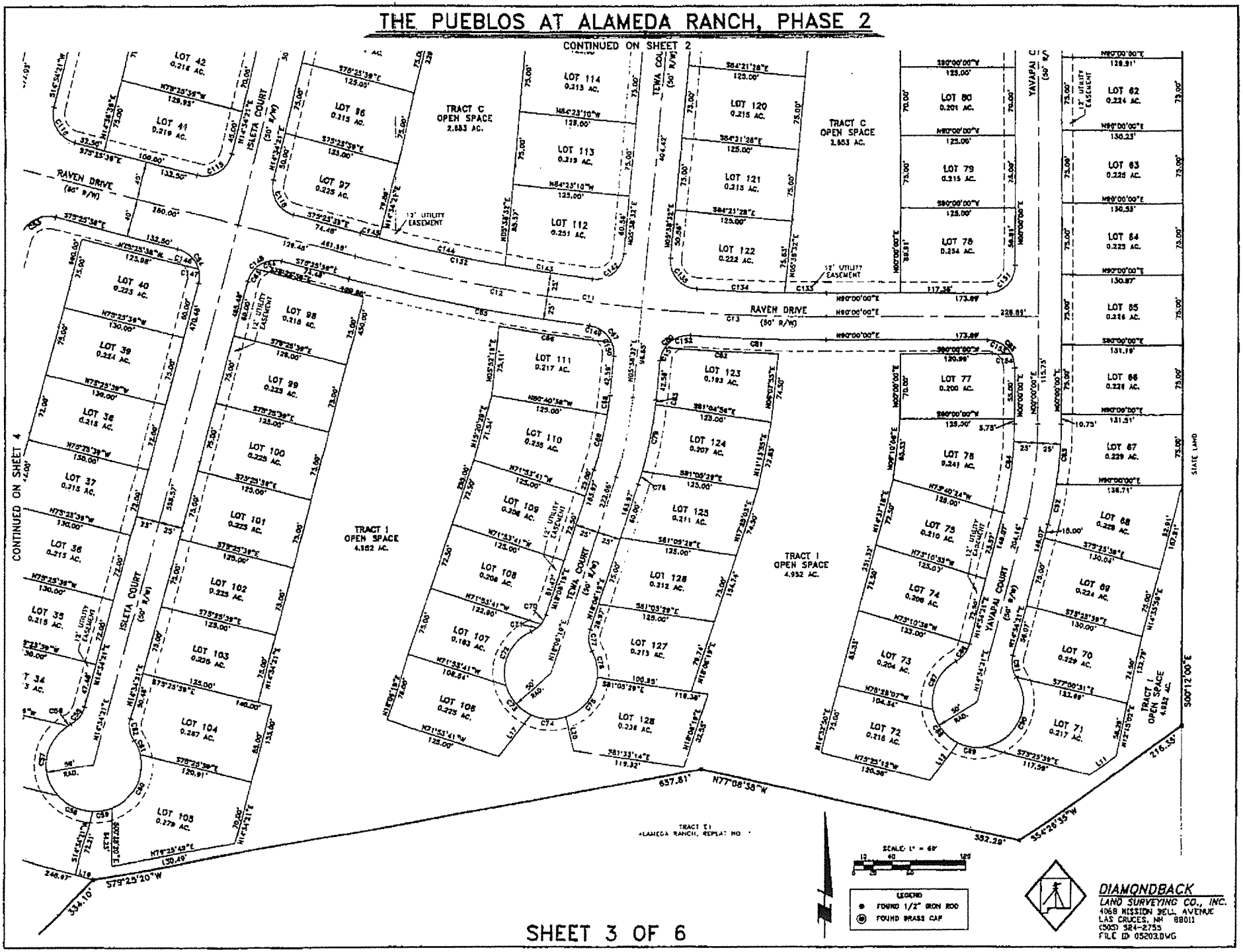
THE PUEBLOS AT ALAMEDA RANCH, PHASE 2



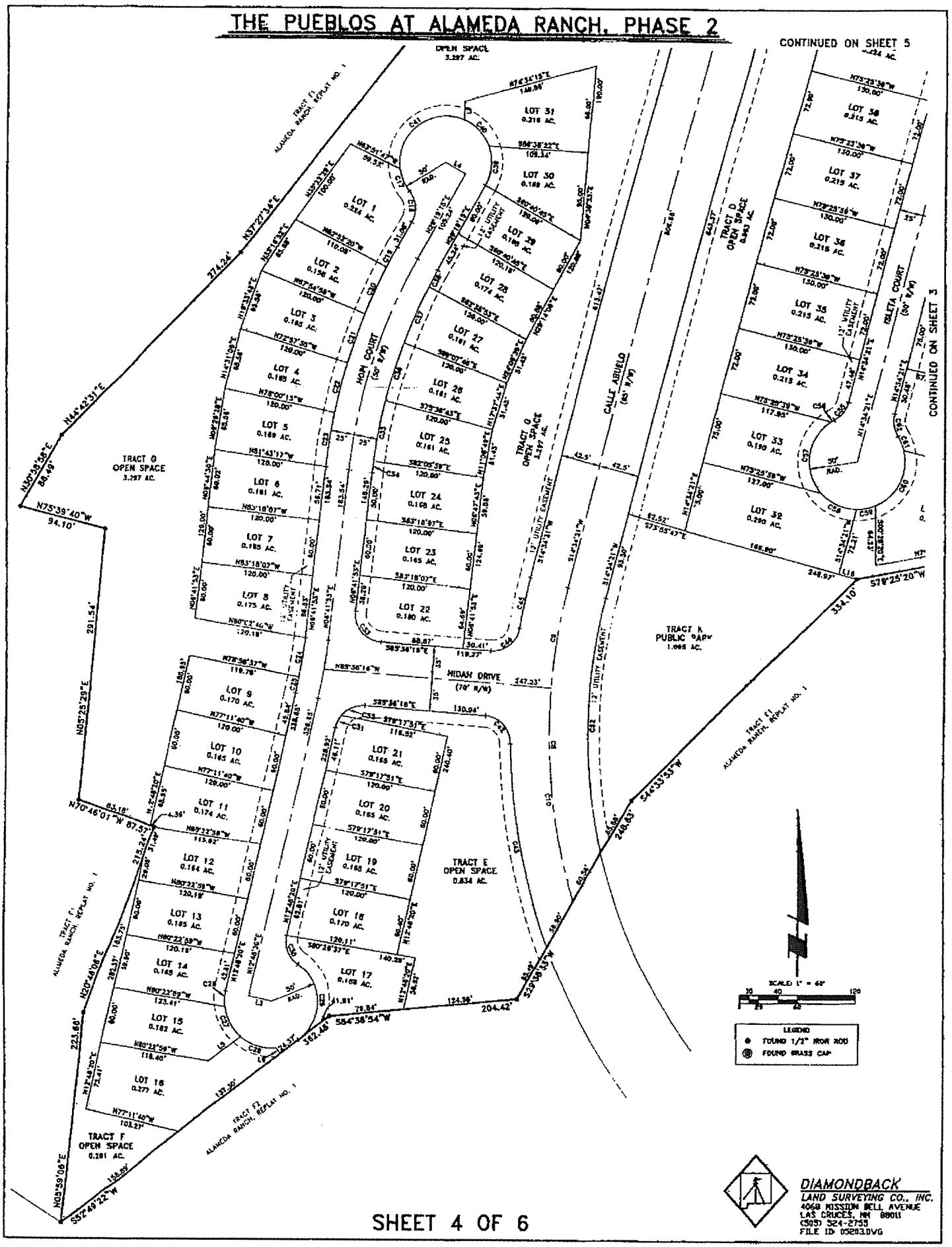
SHEET 2 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4966 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 324-2755
FILE ID: 05203.DWG

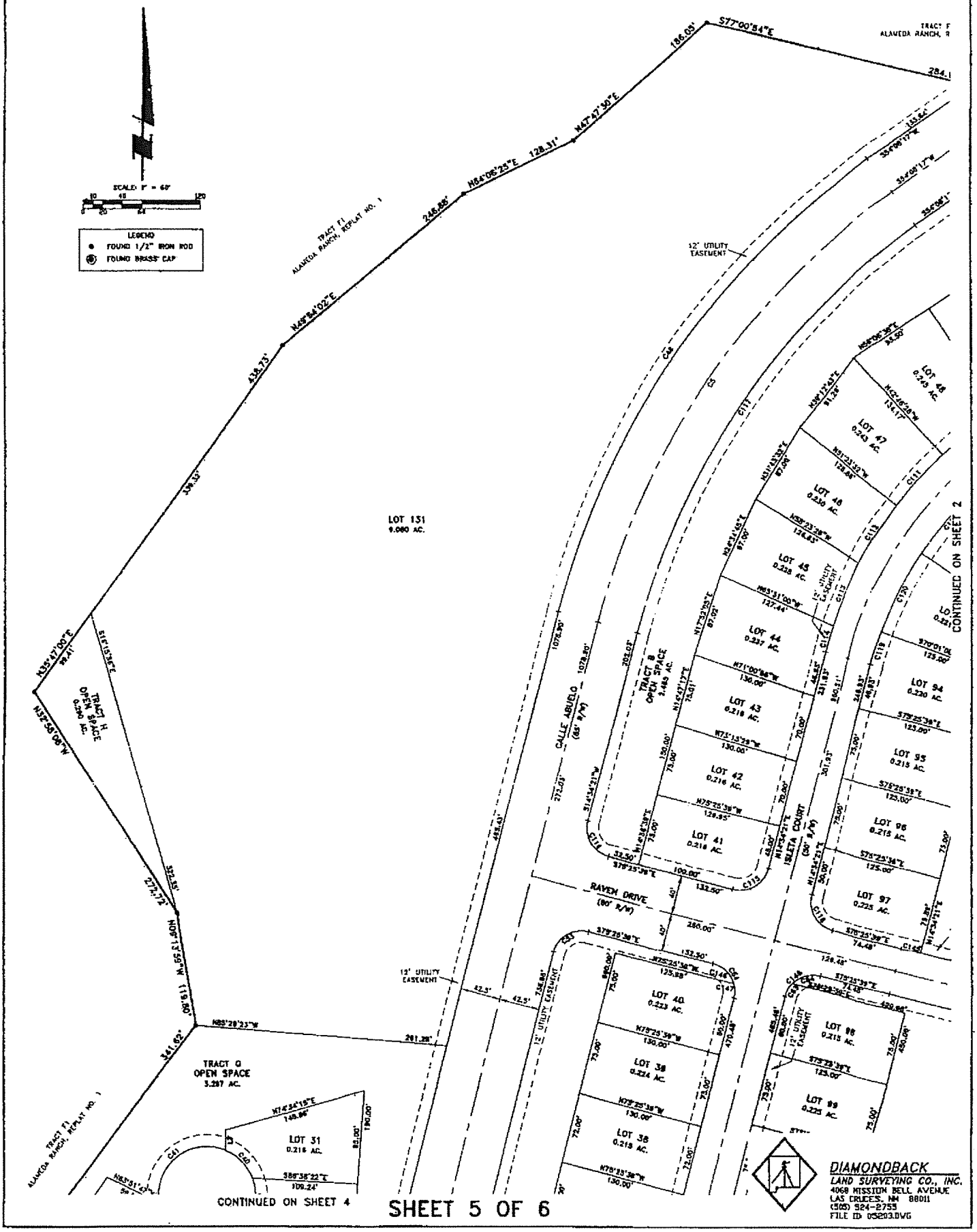
THE PUEBLOS AT ALAMEDA RANCH, PHASE 2



DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID 05203.DWG


THE PUEBLOS AT ALAMEDA RANCH, PHASE 2
CONTINUED ON SHEET 5
CONTINUED ON SHEET 3
OPEN SPACE 3.297 AC.
TRACT G OPEN SPACE 3.297 AC.
TRACT D OPEN SPACE 0.843 AC.
TRACT E OPEN SPACE 0.834 AC.
TRACT F OPEN SPACE 0.281 AC.
TRACT K PUBLIC PARK 1.095 AC.
HORN COURT (50' R/W)
CALLE ABUELO (60' R/W)
HIDAH DRIVE (70' R/W)
ROLETA COURT (50' R/W)
ALAMEDA RANCH, REPLAT NO. 1
SCALE: 1" = 60'
FOUND 1/2" IRON ROD
FOUND BRASS CAP
DIAMONDBACK LAND SURVEYING CO., INC.
4060 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2759
FILE ID: 05283.DWG
SHEET 4 OF 6

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2


SCALE: 1" = 60'
LEGEND
FOUND 1/2" IRON ROD
FOUND BRASS CAP
TRACT F
ALAMEDA RANCH, R
TRACT F1
ALAMEDA RANCH, REPLAT NO. 1
S77°00'54"E
186.05'
N47°47'30"E
N84°06'25"E 128.31'
N45°54'02"E
436.75'
336.32'
N35°47'00"E
89.41'
S15°15'52"E
N15°56'08"W
TRACT H
OPEN SPACE
0.290 AC.
325.35'
277.72'
N09°13'55"W 119.80'
N89°28'23"W
341.62'
TRACT G
OPEN SPACE
3.287 AC.
LOT 151
9.080 AC.
12' UTILITY EASEMENT
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THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

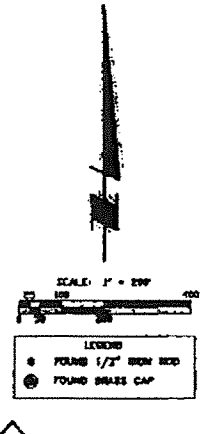
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	630.00'	771.36'	S54°54'54"E	724.23'	70°10'11"
C2	630.00'	198.23'	S33°30'38"E	197.41'	18°01'41"
C3	630.00'	320.64'	S41°32'00"E	305.95'	29°09'30"
C4	630.00'	52.49'	S87°38'15"E	52.47'	4°46'30"
C5	800.00'	552.44'	S34°21'18"W	541.55'	39°33'56"
C6	820.00'	541.25'	S01°11'41"E	530.84'	37°48'04"
C7	820.00'	119.13'	S09°28'04"W	109.98'	8°19'37"
C10	820.00'	231.11'	S09°18'26"E	228.77'	16°09'28"
C11	2000.00'	508.68'	S02°42'58"E	507.31'	14°34'21"
C12	2000.00'	311.72'	S12°55'53"E	311.41'	8°55'49"
C13	2000.00'	196.95'	S07°10'44"E	196.87'	5°38'32"
C14	400.00'	528.58'	S35°12'11"W	489.37'	75°43'26"
C15	260.00'	73.85'	N09°28'58"W	73.24'	16°04'01"
C18	300.00'	73.85'	S09°28'58"E	73.64'	14°06'01"
C17	50.00'	26.27'	S22°32'58"E	26.09'	30°05'45"
C18	50.00'	35.39'	N69°40'01"W	34.64'	40°33'33"
C19	825.00'	23.82'	S38°13'27"W	23.82'	1°39'55"
C20	825.00'	56.02'	S36°28'21"W	56.00'	3°53'37"
C21	825.00'	56.02'	S32°34'45"W	56.00'	3°53'37"
C22	825.00'	56.02'	S28°41'08"W	56.00'	3°53'37"
C23	825.00'	27.80'	S26°20'50"W	27.78'	1°55'54"
C24	575.00'	43.41'	N09°01'54"E	43.38'	4°19'50"
C25	575.00'	17.88'	N11°34'52"E	17.88'	1°46'29"
C26	50.00'	12.27'	S66°34'43"E	12.24'	14°03'13"
C27	50.00'	36.40'	S37°00'08"E	35.60'	41°42'41"
C28	50.00'	41.15'	S22°18'08"E	40.00'	47°09'28"
C29	50.00'	85.88'	N59°14'18"W	81.85'	109°51'24"
C30	30.00'	35.59'	S21°10'37"E	33.54'	67°58'32"
C31	30.00'	14.56'	S28°43'48"W	14.44'	27°50'37"
C32	30.00'	28.14'	S87°31'50"W	27.12'	53°44'27"
C33	30.00'	46.33'	S39°27'12"E	43.27'	92°18'09"
C34	575.00'	12.12'	S07°19'07"W	12.12'	1°12'28"
C35	575.00'	65.05'	S11°08'48"W	65.02'	6°28'55"
C36	575.00'	65.05'	S17°37'44"W	65.02'	6°28'55"
C37	575.00'	65.05'	S24°06'39"W	65.02'	6°28'55"
C38	575.00'	19.26'	S26°20'11"W	19.26'	1°55'08"
C39	50.00'	45.80'	N04°15'25"E	42.62'	52°28'40"
C40	50.00'	46.02'	N43°48'29"W	44.37'	52°43'07"
C41	50.00'	106.20'	S82°24'28"W	87.33'	121°42'00"
C42	30.00'	44.30'	N43°12'31"W	40.39'	84°36'51"
C43	882.50'	223.78'	S10°40'02"E	223.22'	14°31'53"
C44	30.00'	44.50'	N09°02'18"E	40.57'	84°59'31"
C45	882.50'	24.64'	S12°39'37"W	24.64'	1°36'00"
C46	847.50'	501.79'	S34°21'18"W	494.30'	33°55'56"
C52	577.50'	278.20'	S08°52'17"W	275.51'	27°36'08"
C53	30.00'	47.12'	S39°34'21"W	42.43'	90°00'00"
C54	30.00'	47.12'	N50°25'39"W	42.43'	90°00'00"
C55	30.00'	24.39'	N03°51'23"E	23.72'	46°33'49"
C56	50.00'	5.63'	S56°36'30"W	5.63'	6°26'09"
C57	30.00'	35.63'	S07°41'28"E	33.54'	68°07'41"
C58	90.00'	41.67'	S85°16'03"E	41.28'	26°31'17"
C59	50.00'	20.45'	N78°08'[illegible]E	[illegible]	23°25'50"
C60	30.00'	39.26'	N26°51'[illegible]E	[illegible]	74°57'11"
C61	50.00'	18.08'	N22°55'34"W	18.02'	20°42'51"
C62	30.00'	24.58'	S08°42'40"E	23.92'	46°56'03"
C63	30.00'	13.73'	S29°54'21"W	13.62'	26°12'50"
C64	30.00'	51.42'	S74°54'21"W	30.00'	97°00'00"
C65	2023.00'	261.45'	S79°07'33"E	261.26'	7°24'48"
C66	2040.00'	123.45'	S81°30'45"E	123.41'	3°28'34"
C67	30.00'	48.32'	N56°09'27"W	31.83'	89°22'30"
C68	375.00'	20.77'	N07°[illegible]3"E	20.78'	3°10'24"
C69	375.00'	89.81'	N[illegible]E	89.74'	13°43'25"
C70	30.00'	11.35'	N28°03'41"E	11.28'	21°34'35"
C71	30.00'	13.98'	N52°10'47"E	13.86'	26°58'04"
C72	50.00'	70.26'	S42°24'08"W	64.84'	80°32'24"
C73	50.00'	[illegible]	N78°28'47"E	41.87'	48°15'26"
C74	50.00'	36.14'	S66°59'36"E	35.35'	41°24'13"
C75	30.00'	27.54'	N68°[illegible]E	26.47'	52°36'00"
C76	50.00'	28.38'	N11°37'[illegible]W	28.65'	32°31'41"
C77	30.00'	24.38'	S05°10'42"E	23.72'	46°34'03"
C78	425.00'	14.50'	N12°07'49"E	14.50'	1°57'18"
C79	425.00'	45.80'	N15°14'02"E	45.78'	6°10'58"
C80	30.00'	48.32'	N49°52'57"W	43.45'	92°15'00"
C81	2025.00'	149.[illegible]	S[illegible]E	149.18'	4°08'31"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C82	2040.00'	121.39'	S86°53'08"E	121.37'	3°24'54"
C83	30.00'	47.12'	N48°08'08"W	42.43'	90°00'00"
C84	375.00'	99.58'	N82°17'11"E	99.27'	14°34'21"
C85	425.00'	5.01'	N88°54'47"E	5.01'	0°40'30"
C86	30.00'	24.98'	N37°51'23"E	24.26'	47°42'08"
C87	30.00'	92.15'	S25°33'27"W	58.31'	71°11'30"
C90	50.00'	47.11'	S37°59'24"E	45.39'	54°00'00"
C89	30.00'	30.48'	N81°30'22"E	30.01'	34°38'36"
C90	50.00'	98.65'	N26°51'02"E	83.30'	113°01'38"
C91	30.00'	26.58'	S88°42'46"E	25.73'	48°56'53"
C92	425.00'	43.38'	N1°38'03"E	43.37'	5°50'37"
C93	425.00'	84.56'	N06°20'26"E	84.41'	11°24'04"
C94	25.00'	11.37'	S11°01'44"W	11.27'	26°03'00"
C95	25.00'	11.37'	N13°01'44"E	11.27'	26°03'00"
C96	25.00'	39.27'	S49°00'00"E	35.36'	90°00'00"
C97	5[illegible].00'	328.93'	S06°31'28"E	327.81'	31°38'07"
C98	275.00'	65.03'	S81°31'26"E	64.88'	13°32'58"
C99	275.00'	52.70'	S87°22'44"E	52.62'	10°58'32"
C100	25.00'	38.02'	N84°31'57"W	34.52'	87°08'21"
C101	872.00'	427.96'	S81°45'48"E	423.57'	28°07'41"
C102	25.00'	35.03'	N42°08'47"W	32.18'	80°18'26"
C103	25.00'	39.27'	N48°00'00"E	35.36'	90°00'00"
C104	175.00'	84.45'	S70°06'28"E	84.08'	27°38'58"
C105	225.00'	82.86'	N79°26'38"E	82.38'	21°05'54"
C106	425.00'	31.71'	S7°31'46"E	31.70'	4°16'40"
C107	425.00'	71.48'	S00°54'42"W	71.41'	9°38'26"
C108	425.00'	71.39'	S10°17'42"W	71.31'	9°37'30"
C109	425.00'	71.39'	S19°55'12"W	71.31'	9°37'30"
C110	425.00'	71.39'	S29°32'42"W	71.31'	9°37'30"
C111	425.00'	71.39'	S39°24'42"W	71.31'	9°37'30"
C112	425.00'	71.39'	S32°47'18"W	71.31'	9°37'30"
C113	425.00'	71.39'	S23°09'48"W	71.31'	9°37'30"
C114	425.00'	28.02'	S18°27'42"W	28.02'	3°46'41"
C115	30.00'	47.12'	N69°34'21"E	42.43'	90°00'00"
C116	30.00'	47.12'	S20°25'39"E	42.43'	90°00'00"
C117	787.50'	523.09'	S34°21'18"W	513.75'	38°03'08"
C118	30.00'	47.12'	S69°25'39"E	42.43'	90°00'00"
C119	375.00'	35.40'	S17°18'37"W	35.39'	5°24'31"
C120	375.00'	91.83'	S28°18'44"W	91.60'	14°01'52"
C121	375.00'	91.83'	S41°01'48"W	91.60'	14°01'52"
C122	375.00'	91.83'	S55°03'33"W	91.60'	14°01'52"
C123	375.00'	91.83'	S69°05'25"W	91.60'	14°01'52"
C124	375.00'	80.84'	S82°03'10"W	80.71'	12°21'06"
C125	125.00'	18.52'	N86°26'07"W	18.51'	8°29'44"
C126	175.00'	45.93'	N79°32'06"W	45.80'	15°02'15"
C127	225.00'	8.99'	S79°02'18"E	8.99'	2°17'41"
C128	225.00'	15.87'	S72°10'24"E	15.87'	4°02'32"
C129	225.00'	58.24'	S82°35'04"E	58.08'	14°49'56"
C130	25.00'	39.27'	N45°00'00"W	35.36'	90°00'00"
C131	50.00'	47.12'	N45°00'00"E	42.43'	90°00'00"
C132	1975.00'	251.97'	S79°04'26"E	251.80'	7°18'32"
C133	1475.00'	64.35'	S69°23'24"E	64.35'	1°17'12"
C134	1975.00'	84.28'	S87°20'45"E	84.28'	2°26'07"
C135	30.00'	47.87'	S40°10'04"E	43.02'	91°27'13"
C136	30.00'	24.38'	S08°35'24"W	23.72'	46°34'03"
C137	50.00'	43.38'	N27°48'48"E	41.98'	49°42'51"
C138	50.00'	84.83'	N53°34'44"W	98.12'	97°13'30"
C139	50.00'	88.12'	S27°47'44"W	388.88'	77°13'30"
C140	50.00'	89.92'	S81°21'30"E	63.20'	79°52'46"
C141	30.00'	24.38'	N17°36'48"E	23.72'	46°34'03"
C142	30.00'	47.87'	N01°27'09"E	43.02'	91°27'13"
C143	1972.00'	84.28'	S87°20'45"E	84.28'	2°26'07"
C144	1925.00'	137.17'	S78°50'44"E	137.14'	4°04'46"
C145	1973.00'	20.52'	S75°45'30"E	20.52'	0°35'45"
C146	50.00'	31.42'	N68°25'28"W	30.90'	36°00'00"
C147	30.00'	15.21'	N82°23'28"W	15.05'	29°03'00"
C148	30.00'	47.12'	S38°34'31"W	42.43'	90°00'00"
C149	30.00'	33.23'	N63°09'20"W	29.84'	63°28'14"
C150	30.00'	15.09'	N06°46'20"W	14.84'	28°48'48"
C151	30.00'	15.09'	S20°57'31"W	14.84'	28°48'48"
C152	30.00'	31.25'	S44°17'24"W	29.84'	59°38'14"
C153	30.00'	47.12'	N49°00'00"W	30.00'	90°00'00"
C154	30.00'	15.71'	N13°00'00"W	15.53'	30°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S[illegible]W	30.00'
L2	S[illegible]W	32.00'
L3	N[illegible]W	35.00'
L4	S[illegible]W	30.00'
L5	S[illegible]W	43.45'
L6	S[illegible]W	7.42'
L7	S[illegible]W	30.00'
L8	S[illegible]W	30.00'
L9	S[illegible]W	27.41'
L10	S[illegible]W	22.58'
L11	S[illegible]W	30.34'
L12	S[illegible]W	30.00'
L13	S[illegible]W	42.41'
L14	S[illegible]W	30.00'
L15	N[illegible]W	19.38'
L17	S[illegible]W	38.31'
L18	N[illegible]W	43.86'
L19	N[illegible]W	44.87'
L20	S[illegible]W	37.48'
L21	S[illegible]W	19.79'

NOTES:

1. - ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9781
2. ALL BOUNDARY INFORMATION MATCHES RECORD
3. THIS ENTIRE SUBDIVISION IS ZONED PUD
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D, E, F, G AND I ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED.
6. OPEN SPACE TRACT H SHALL BE DEDICATED ADMINISTRATIVELY BY STAFF WHEN REQUESTED IN CONJUNCTION WITH THE RECORDING OF LOT 151
7. TRACT K IS DEDICATED TO THE CITY OF LAS CRUCES FOR A PARK
8. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
9. LOT 151 SHALL BE DEVELOPED AS UP TO 80 ATTACHED AND/OR DETACHED SINGLE FAMILY AND/OR MULTI FAMILY UNITS IN ACCORDANCE WITH THE APPROVED P.U.D. DOCUMENTS AND SHALL BE REPLATTED ADMINISTRATIVELY BY STAFF AS UP TO 80 INDIVIDUAL LOTS WHEN REQUESTED.
10. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0547E
11. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE
12. DUE TO AREA TOPOGRAPHY, EACH INDIVIDUAL FINISHED OWNER OF LOTS 4 THROUGH 23 IS RESPONSIBLE TO INSTALL A PRESSURE-REDUCING VALVE DOWNSTREAM OF THE WATER METER AT THE PRIVATE PROPERTY. OPERATION AND MAINTENANCE OF THE PRESSURE-REDUCING VALVE ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.



DIAMONDBACK
LAND SURVEYING CO., INC.
408A MISSION WELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2735
FILE ID: 05203.DWG

SHEET 6 OF 6

FINAL PLAT FOR
THE PUEBLOS AT ALAMEDA RANCH, PHASE 2 REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOT 131 AND TRACTS G AND H,
THE PUEBLOS AT ALAMEDA RANCH, PHASE 2, PLAT RECORDED AUGUST 10, 2006 IN
PLAT RECORD 21, PAGES 742-747 OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=100' JUNE 18, 2007

DESCRIPTION

A TRACT OF LAND BEING KNOWN AS TRACT 131 OF THE PUEBLOS AT ALAMEDA RANCH, PHASE 2, REPLAT NO. 1 AND CONTAINING 6.415 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS ARE BASED ON THE PUBLIC LAND SURVEY SYSTEM AND ARE INDICATED IN THE STATE PLANE COORDINATE SYSTEM, NEW MEXICO EAST ZONE, NAD 83 (1994). ALL DISTANCES ARE GROUND DISTANCES UNLESS OTHERWISE NOTED. A GRID FACTOR OF 0.9996 WAS USED TO REDUCE GROUND DISTANCES TO GRID DISTANCES. ALL BOUNDARY CORNERS SHOWN HEREON ARE MONUMENTED WITH 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "BRG PLS 14827" UNLESS OTHERWISE NOTED.

THE SUBDIVISION HAS BEEN DEPICTED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON OR WHERE APPROPRIATE HAS BEEN DEDICATED TO THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLEGED.

OWNER HAS SET HIS HAND AND SEAL THIS _____ DAY OF _____, 20__.

_____
JERRY SORENSEN, PRESIDENT
BRIGHT NEW LAND COMPANY
1331 TIJERAS AVE
LAS CRUCES, NM. 88001

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20__, BY

_____
BY JOHN T. BORDEN III

_____
NOTARY PUBLIC

DONA ANA COUNTY CLERK

PLAT NO. _____ WORKING NO. _____

STATE OF NEW MEXICO
COUNTY OF DONA ANA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD

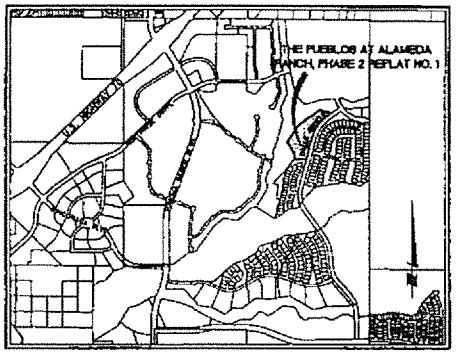
ON THIS _____ DAY OF _____, 20__, AT _____ O'CLOCK

_____ M. AND DULY RECORDED IN PLAT RECORD _____

PAGE(S) _____ IN THE RECORDS OF THE DONA ANA COUNTY CLERK.

BY _____ DATE: _____
DONA ANA COUNTY CLERK

BY _____ DATE: _____
DONA ANA COUNTY DEPUTY CLERK



VICINITY MAP
NOT TO SCALE

LEGEND

SHEET INDEX

SHEET	
PLAT SHEET	1 OF 2

WATER UTILITY APPROVAL

THIS PLAT HAS BEEN APPROVED BY THE WATER UTILITY PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY. SEE SEPARATE AGREEMENT.

ELECTRIC COMPANY APPROVAL

EASEMENTS SHOWN HEREON, EXCEPT AS OTHERWISE NOTED, HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY AND ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD PERIODS) ELECTRICAL UTILITIES

BY: _____ DATE: _____

CABLE TV COMPANY APPROVAL

EASEMENTS SHOWN HEREON, EXCEPT AS OTHERWISE NOTED, HAVE BEEN PRESENTED TO THE ABOVE MENTIONED CABLE TV COMPANY AND ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD PERIODS) CABLE TV COMPANY UTILITIES

BY: _____ DATE: _____

QWEST CORPORATION, INC.

EASEMENTS SHOWN HEREON, EXCEPT AS OTHERWISE NOTED, HAVE BEEN PRESENTED TO QWEST CORPORATION, INC. AND ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD PERIODS) TELEPHONE COMPANY UTILITIES

BY: _____ DATE: _____

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL BY THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

_____ _____
DIRECTOR OF COMMUNITY DEVELOPMENT DATE

_____ _____
DIRECTOR OF UTILITIES DATE

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION AT ITS MEETING ON THE EXPIRATION OF EXISTING UTILITIES AND RIGHTS-OF-WAYS AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING APPROVED FOR PLANS WITH THE COUNTY CLERK.

BY: _____ DATE: _____
CHAIRMAN

BY: _____ DATE: _____
SECRETARY

SURVEYOR'S CERTIFICATION

I, JEFF N. BRITTAIN, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I COMPOSED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

_____ _____
JEFF N. BRITTAIN, PS 9761 DATE OF SURVEY

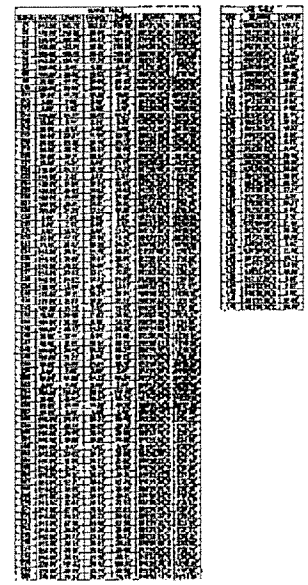
BRG BRITTAIN & CRAWFORD, INC. AND ASSOCIATES, INC. PROFESSIONAL SURVEYING

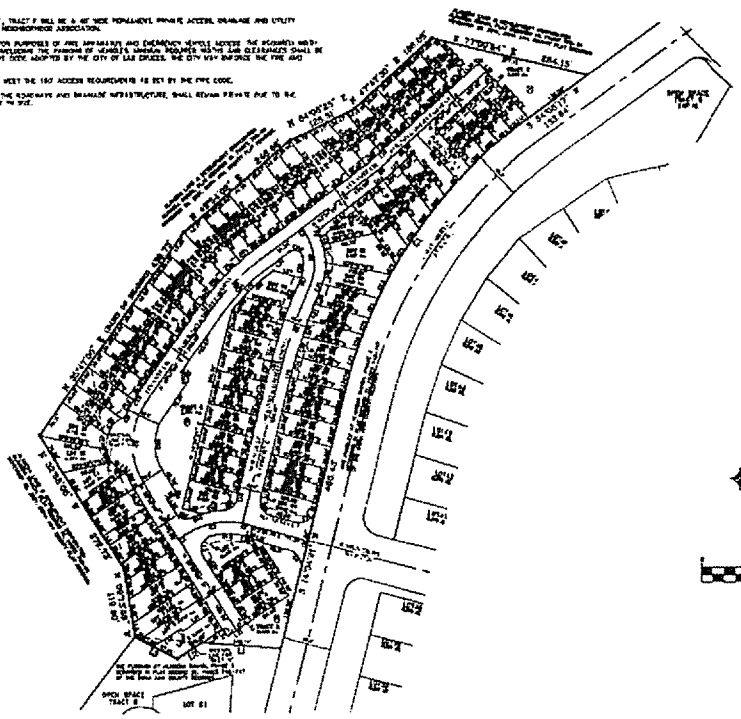
SHEET 1 OF 2

NOTES

1. ALL INTERIOR CORNERS ARE 1/2" REBAR WITH PLASTIC CAP STAMPED "BRG PLS 14827" UNLESS OTHERWISE NOTED.
2. ALL BOUNDARY INFORMATION PER CHERRY RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D AND E ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PERPETUALLY MAINTAINED BY THE HOMEOWNERS ASSOCIATION. TRACT C MAY BE USED FOR RECREATIONAL PURPOSES INCLUDING A POOL.
6. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
7. THIS PARCEL OF LAND IS IN FLOOD ZONE X (UNSHADED) AS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. SAID DETERMINATION LIES WITHIN MAP 350136 0015 B.
8. THERE SHALL BE NO BODY DRAINAGE ALLOWED BY THE ZERO LOT LINE SIDE.
9. SETBACKS SHOULD MEET THE REQUIREMENTS OF PUD-05-04.
10. TRACT F CONSISTS OF LEGACY DR., AVENIDA ST., ALAMEDA ST., AND PLAINVIEW CT. TRACT F WILL BE A 24' WIDE PERMANENT, PRIVATE ACCESS, DRAINAGE AND UTILITY EASEMENT PERPETUALLY OWNED AND MAINTAINED BY THE A DULY ESTABLISHED HOMEOWNERS ASSOCIATION.
11. ALL 24' WIDE ROAD AND UTILITY EASEMENTS SHALL BE MAINTAINED UNOBSTRUCTED FOR PURPOSES OF FIRE, AMBULANCE AND EMERGENCY VEHICLE ACCESS. THE REQUIRED WIDTH OF A FIRE APPARATUS ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. MINIMUM REQUIRED WIDTHS AND CLEARANCES SHALL BE MAINTAINED AT ALL TIMES AS REQUIRED BY THE MOST CURRENT VERSION OF THE FIRE CODE ADOPTED BY THE CITY OF LAS CRUCES. THE CITY MAY ENFORCE THE FIRE AND TRAFFIC CODE ON PRIVATE EASEMENTS.
12. GATES ARE REQUIRED ON ALL BACKYARD FENCES FOR FIRE DEPARTMENT ACCESS TO MEET THE 150' ACCESS REQUIREMENTS AS SET BY THE FIRE CODE.
13. THE PUEBLOS AT ALAMEDA RANCH, PHASE 2, REPLAT NO. 1, SUBDIVISION, INCLUDING THE ROADWAYS AND DRAINAGE INFRASTRUCTURE, SHALL REMAIN PRIVATE DUE TO THE NON-STANDARD ROADWAY CROSS-SECTIONS AND PONDING AREAS LESS THAN 1 ACRE IN SIZE.

LEGEND





SHEET 2 OF 2

DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32", or 1/16"=1'.
Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans.
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and freestanding fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor prairie grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings, Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan).

Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.

All plant material must conform to the standards set forth in the *American Standard for Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree are required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

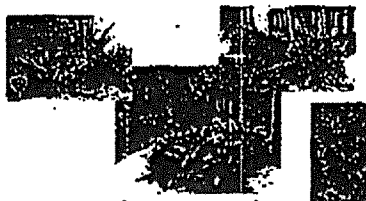
Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

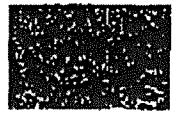
CONCEPTUAL LANDSCAPE MODEL



AT&T RENDITION CHARLES WEEKS



ORNAMENTAL GRASS, 5 GAL.



4 PURPLE TRAILING LANTANA, 1 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS (2)



8 STELLA DE ORO DAYLILY, 1 GALLON



3 DAMANITA 5 GALLON



3 PINK GAURA, 1 GALLON



WATER FEATURE

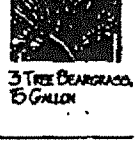
FLAGSTONE PATIO

EXISTING KIVA FIREPLACE



2 ORNAMENTAL GRASS, 5 GALLON

EXISTING COURTYARD WALL



3 TREE BEARGRASS, 15 GALLON



1 PROSTRATE ROSEMARY, 5 GALLON



2 DESERT WILLOW, 24" BOX





2 FORESTIERA, 15 GALLON



12 MOCCAN FEATHER GRASS 1 GALLON

ELEVATION CHANGE

SMOOTH SALT RIVER ROCK

BROWN EARTH NEAR BOULDERS

ASSORTED BOULDERS, 2'x3' & 1'x2'



1 CHERRY SAGE, 5 GAL.



2 SALVIA AZURE, 5 GALLON

SMOOTH SALT RIVER ROCK

FLAGSTONE WALKWAY

EXISTING 2' HIGH GARDEN WALL

3/4" SIERRA BROWN ROCK

3/4" DESERT TAN ROCK



1 PRICKLY PEAR, 15 GALLON

1897

EX. 8

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
Bright View Land Co.
Northrise Drive
Las Cruces, NM

ARMARC

date: 6/21/05

design: armando erca, horticulturist

scale: nts

sheet 1 of 3

CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION CHARLES WEEKS



OCOTILLO
5 GAL, 10' TALL



2 OLEANA, 5 GAL

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER



3 DWARF INDIAN HAWTHORN, 5 GALLON





GRAPE MYRTLE, 24" BOX, MULTI-TRUNK

1" ATMOSPHERIC VACUUM BREAKERS IN DECORA ROCK ENCLOSURE

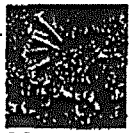


2 TEXAS MOUNTAIN LAUREL, 24" BOX, MULTI-TRUNK



7 BLANKET FLOWER, 1 GALLON

ELEVATION CHANGE BERM THIS AREA



2 TECOMA STANS SUNRISE, 15 GALLON



6 PROSTRATE ROSEMARY, 5 GALLON



5 DIETES BICOLOR, 1 GALLON

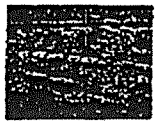
3/4" DESERT TAN ROCK

3/8" ROSE ROCK

ASSORTED BOULDERS, 2'x3' & 1'x2'

SWALE

BERM AREA AROUND BOULDERS



DRY-STACKED STONE

SMOOTH SALT RIVER ROCK SWALE



2 RED YUCCA 5 GALLON



PURPLE FOUNTAIN GRASS, 5 GAL. IN DECORATIVE POT



3 SOFTLEAF YUCCA, 15 GALLON

1998

Ex. B

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
Bright View Land Co.
Northrise Drive
Las Cruces, NM

ARIPARC

date: 8/31/05

design: armando ortiz, horticulturist

scale: nts

sheet 2 of 3

CONCEPTUAL LANDSCAPE MODEL


ARTIST RENDITION CHARLES WEEKS


CAROLINA CHERRY LAUREL, 15 GALLON


MEDITERRANEAN FAN PALM, 15 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS


BRADFORD PEAR, 24" BOX, 2" CALIPER


3 RAIN LILY 1 GALLON


3 MEXICAN FAN PALM, 8' TRUNK, BARE-ROOT


WALL FOUNTAIN

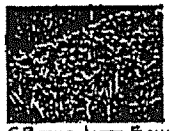
ASSORTED BOULDERS

SMOOTH SALT RIVER ROCK


COMPACT NANDINA, 15 GALLON

SMOOTH SALT RIVER ROCK, SWALED

BERM AREA AROUND BOULDERS


6 BUFFALO JUNIPER, 5 GALLON

3 MEDITERRANEAN FAN PALM, 15 GALLON




PIECE OF HOUSTON HOLLY, 24" BOX

ASSORTED BOULDERS, 2'x3' & 1'x2'

3/4" ROSE ROCK

3/4" ARROYO ROCK, 33% OF FRONT AREA ELEVATION CHANGE

EXISTING GARDEN WALL


2 RAIN LILY, 1 GALLON


4 PURPLE LANTANA, 1 GALLON


6 GOLD MOUND LANTANA, 1 GALLON

LANDSCAPE PLAN
The Pueblos At Alameda Ranch
prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARMARC

date: 8/31/05

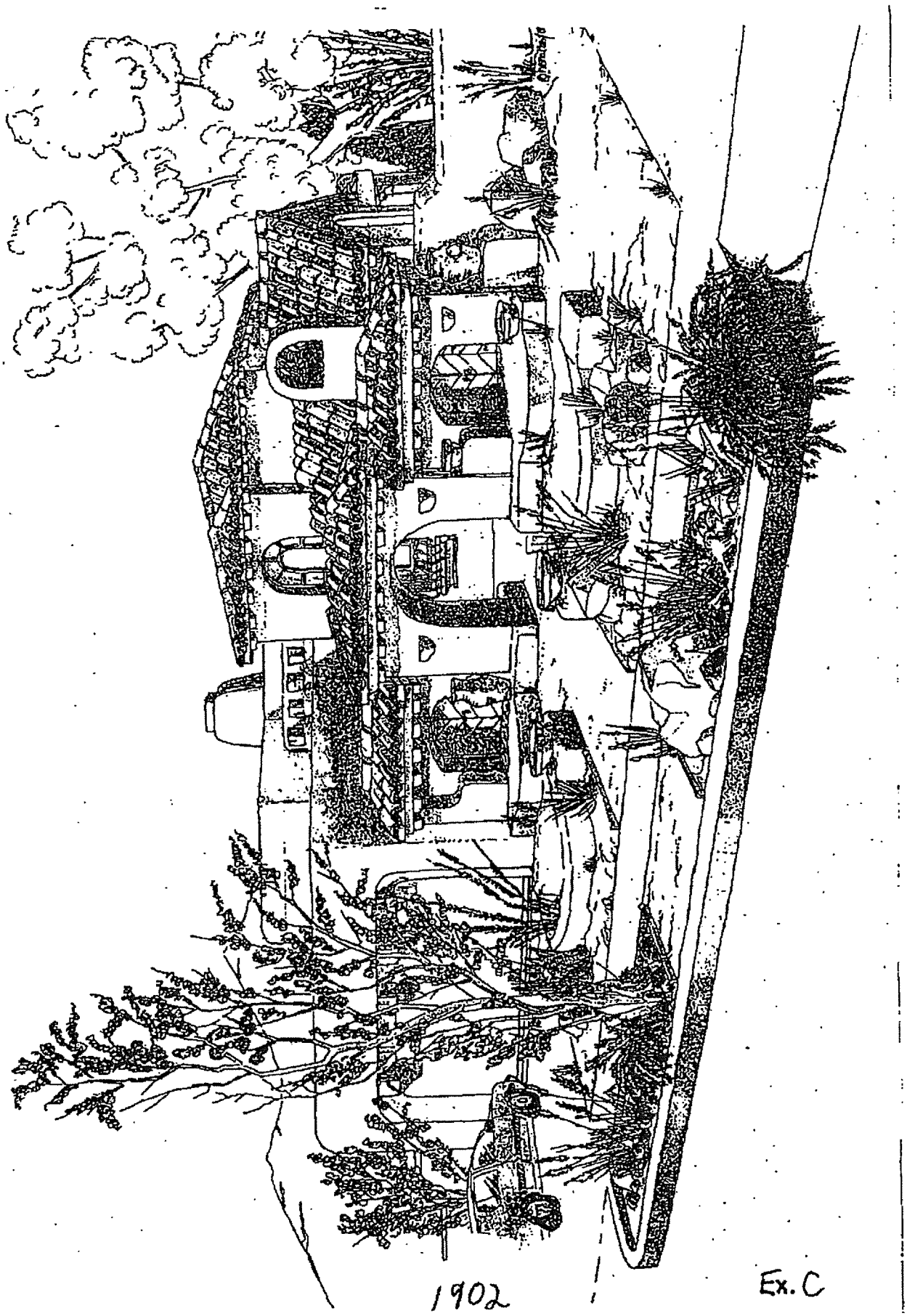
design: armando ortiz, horticulturist

scale: nts

sheet 3 of 3

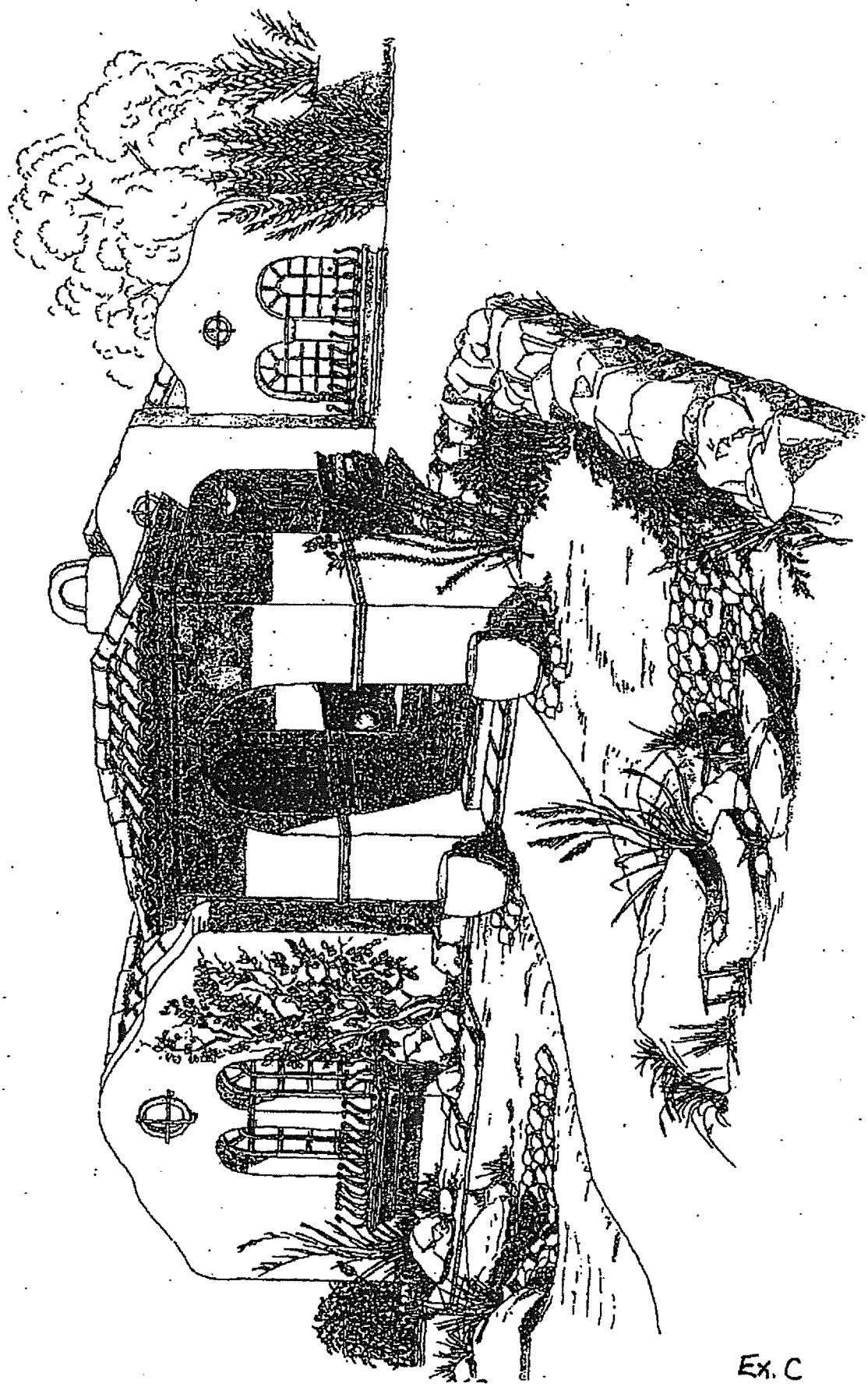
1849

Ex. B



1902

Ex. C

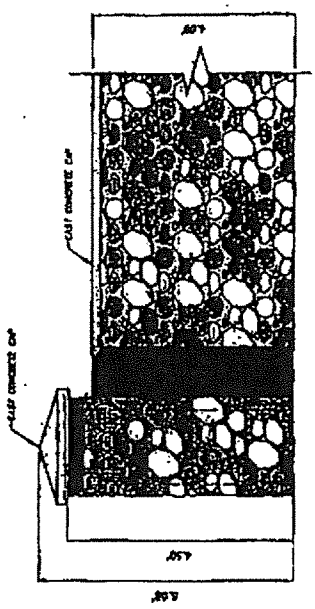


Ex. C

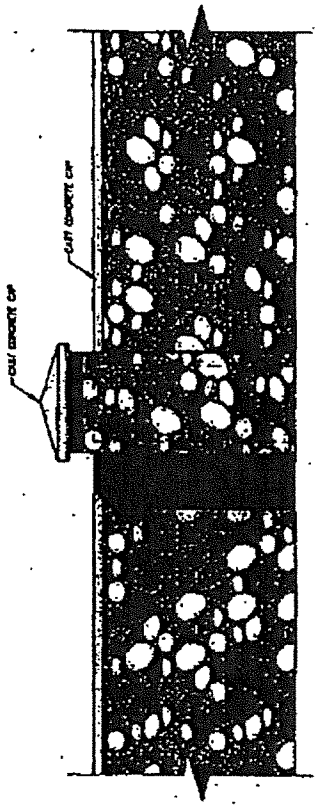
Ex. C

THE RESERVE AT
ALAMEDA RANCH
PREPARED FOR
DONEY CREEK
NEW MEXICO

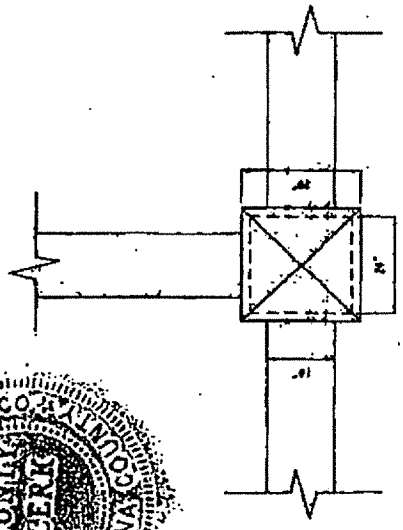
1



EAST ELEVATION



NORTH ELEVATION



PLAN VIEW

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 209
I hereby certify that this instrument was filed for recording on JAN 04 2008
at 12:03 o'clock P M
Book 1624 Page 1853-1905
of the Records of said County.
Rita Torres, County Clerk
BY: Deputy DEPUTY

1905

Ex. D

Amendment Number 3 (BYLAWS)

BYLAWS OF
THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Identity. These are the Bylaws of The Pueblos at Alameda Ranch Association, Inc. ("TPARA" or "Association") Members of the Association shall be the record title Owners of all Lots in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development ("PUD"), a planned unit development located in the City of Las Cruces, New Mexico.

2. Record Disclosure to Members. (a) All financial and other records of the association shall be made available for examination by a lot owner within ten business days of the request. (b) The association shall not charge a fee for making financial and other records available for review. The association may charge a reasonable fee for copies. (c) As used in this section, "financial and other records" includes: (1) the Declaration of the Association; (2) the name, address and telephone number of the association's designated agent; (3) the Bylaws of the association; (4) the names of all association members; (5) minutes of all meetings of the association's lot owners and board for the previous five years, other than executive sessions, and records of all actions taken by a committee in place of the board or on behalf of the association for the previous five years; (6) the operating budget for the current fiscal year; (7) current assessments, including both regular and special assessments; (8) financial statements and accounts, including amounts held in reserve; (9) the most recent financial audit or review, if any; (10) all current contracts entered into by the association or the board on behalf of the association; and (11) current insurance policies, including company names, policy limits, deductibles, additional named insured and expiration dates for property, general liability and association director and officer professional liability, and fidelity policies.

3. Association Meetings. Association Meetings shall be held as follows:

(a) All Members shall be notified via the Official Community Web Portal of the date, time, place and agenda of any Association Meeting, and the notice shall be posted not less than fifteen calendar days prior to the meeting.

(b) The annual Association Meeting shall be held not later than June 30th of each year for the purpose of electing Directors and transacting any business authorized by the Members.

(c) A Special Association Meeting shall be held whenever called by a majority of the Board of Directors or whenever requested in writing by a total of one-third of the Members.

(d) The Annual Meeting and a Special Meeting may be combined, provided that the quorum and other requirements for each type of Association Meeting are met.

(e) A quorum shall consist of two-tenths of the total number of Members. For purposes of considering whether or not a quorum is present, a Member shall be counted once for each Lot that the Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to Subparagraph 3(a) above. A quorum at the subsequent Association Meeting shall consist of one-tenth of the total number of Members.

(f) Votes may be cast in person or by proxy. Votes by proxy shall be recognized only when the proxy is signed by the record Owner or by the person designated by a certificate of appointment. Proxies shall be filed with the Secretary of the Board of Directors not later than one calendar day prior to the date of a properly noticed Association Meeting. No proxy

shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

(g) The Members of the Association shall nominate and elect a presiding chair to conduct the meeting and a recording secretary to attend to the minutes, who shall be approved by a majority of voting Members at an Association Meeting.

4. Voting. The Association shall have one class of membership. An Owner of multiple Lots shall be entitled to one vote for each Lot, but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by a married couple, the right of that couple to cast a single vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a trust or a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the trustee of the trust or the president of the corporation. If a Lot is owned by a Limited Liability Company (LLC) or any partnership, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the managing member of the LLC and by a general partner of any partnership. If a lot is owned by any other type of entity or group of individuals, the entity or group of individuals shall be treated as a married couple or more than one unmarried person, whichever the case may be, and the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of the Lot. Such certificates shall be valid until revoked, or until superseded by a subsequent

certificate, or until a change in the record ownership of the Lot. Ballots shall be counted by a neutral third party or by a committee of volunteers. The volunteers shall be selected or appointed at an Association meeting, in a fair manner, by the chairperson presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

5. Directors. The business of the Association shall be managed by a Board of Directors as follows:

(a) Except as otherwise noted in this Paragraph, the Board shall consist of at least seven and not more than eleven Directors elected by and from among the Members. The exact number (which shall be an odd number) shall be determined by the Members at the time of the election of the Board of Directors.

(b) Election of Directors shall be conducted at each Annual Association Meeting. Nominations for Directors shall be made via the Official Community Web Portal and from the floor. The election shall be by ballot and by a plurality of votes cast, each Member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled, and cumulative voting shall be prohibited.

(c) Any Director may be removed without cause by concurrence of a majority of the votes of the Members at a Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by Members at the same meeting, for the remainder of the term of the Director so removed.

(d) Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by a majority vote of the remaining Directors, and the Director elected shall serve the remainder of

the vacated Director's term.

(e) Each Director who is elected at the Annual Meeting shall be elected for a term of three years and the term shall commence on the first day of the month following the month of the election.

6. Directors' Meetings. The Directors shall hold meetings as follows:

(a) Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of the date, time, place and agenda of Regular Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(b) Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of the date, time, place and agenda of Special Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(c) Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

(d) A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. A quorum, once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding the voluntary withdrawal of enough directors to leave less than a quorum. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

(e) All meetings of the Board of Directors shall be open to the Members, except during the portion of such meetings in which there is a discussion of litigation, employees,

Directors by name, or Members by name. If the meeting is temporarily closed for any of those purposes, the remainder of the meeting shall be open to the Members.

(f) The agenda may be expanded or restricted by a majority vote of the Directors during the Meeting.

(g) Any action which may be taken at a Directors' Meeting, may be taken without a meeting only if a consent in writing, setting forth the action so taken, is signed and dated by all of the Directors, and the consent shall have the same force and effect as a unanimous vote cast in person by all of the Directors at a Directors' Meeting. Members of the Board of Directors or any Committees designated thereby may participate in a meeting of the board or committee by means of a conference telephone or similar communications equipment, such as Skype, by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting, provided that at least one director is physically present in person at the meeting site. No other action without a Directors' Meeting shall be taken by the Directors outside a meeting.

7. Powers and Duties of the Board of Directors. All of the powers and duties of the Association that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch PUD ("Declaration") shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required. By a majority vote during a Regular or Special Meeting, the Board of Directors shall have the exclusive right and duty to (a) create committees from time to time that it, alone, deems necessary, for a specific term or indefinitely, (b) appoint Members to the committees it creates, (c) dissolve any committee without cause, and (d) discharge a Member of any committee it creates without cause.

The Board of Directors shall provide the disclosure statement as required by Sections 2 (L), 11, and 12 of the State of New Mexico Homeowner Association Act within ten business days after receipt of a written request from a Lot Owner.

8. Officers. The officers of the Association shall be elected by majority vote of the Directors at the first Meeting of the Board of Directors following the Annual Association Meeting. Any officer of the Board of Directors may be removed as an officer (but not as a Director) without cause by a majority vote of the Board during a Special Meeting called for that purpose, and the vacancy so created shall be filled by the Board at the same meeting by majority vote. The officers shall be as follows:

(a) The President, who shall be the chief executive officer of the Association and of the Board of Directors, and who shall have all of the powers and duties that are normally vested in the office of President, except as specifically reserved to the Board of Directors or any other Committee in these Bylaws and the Declaration, including the Design Controls.

(b) The Secretary, who shall be the recording officer of the Association and of the Board of Directors, who shall attend to all required and necessary notices, who shall keep the books and records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President; and

(c) The Treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order and who shall perform all other duties related to the officer of Treasurer.

(d) Officers and Directors shall receive no compensation for the performance of their duties but shall have the authority to hire personnel to assist in the performance of their duties. In

the performance of their duties, officers and members of the board shall exercise ordinary and reasonable care.

(e) The Board of Directors shall arrange for an annual independent audit, review or compilation of the financial books of the Association.

9. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications:

(a) "Current Expenses," which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. The Association's fiscal year shall be the calendar year.

(b) "Reserve for Deferred Maintenance and Replacement," which shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.

(c) "Capital Improvements," which shall include the funds to be used for capital expenditures for additional improvements.

10. Expenditures. The expenditure of funds shall be determined as follows:

(a) Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed Assessments required to defray all of the expenses and costs of the accounts contained in Paragraph 8 above. Copies of the budget and proposed Assessments shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. If the budget is subsequently amended, the amended budget shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. The Board shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, Special Assessments, Damage

Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Board be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence as required by Paragraph 8(b) hereof and funds for Capital Improvements in excess of the maximum amount specified in Paragraph 9(b)(2) hereof that have been approved by a majority of the voting Members at an Association Meeting called for that purpose.

(b) Limitations on Annual Expenditures: (1) Total expenditures for Current Expenses shall not exceed the total budgeted funds in that classification by more than ten percent (10%) without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (2) Total expenditures for Capital Improvements shall not exceed $25,000 without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (3) No contract for creation of a debt by a loan of funds shall be made without the prior approval of two thirds of the voting Members at an Association Meeting called for that purpose; (4) No funds budgeted for projects within Current Expenses and Reserve for Deferred Maintenance and Replacement shall be expended after June 30th of the succeeding year without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose, and any surplus so created shall be carried forward as directed in Paragraph 9(a) hereof; and (5) These limitations shall not be circumvented by amending the budget.

(c) Withdrawal of funds from such accounts shall be made only by checks signed by a single individual so authorized for sums of $500.00 or less and checks shall be signed by two persons so authorized for sums greater than $500.00 as so authorized from time to time by the Board of Directors.

11. Assessments. Assessments shall be made as follows:

(a) Annual Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration. Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in the PUD and shall be prorated for the initial year of ownership.

(b) Special Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration.

(c) Damage Assessments shall be made in accordance with Articles IV and V of the Declaration. If a Member is in default in the payment of any assessment, the Board of Directors may declare such Member in default and take enforcement action consistent with Article VII of the Declaration. Upon written request by a lot owner, the association shall furnish a recordable statement setting forth the amount of unpaid Annual, Special and Damage Assessments against the lot owner's lot. The statement shall be furnished within ten business days after receipt of the request and is binding on the association and the board.

(d) All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.

12. Board of Directors Not Liable. The Board of Directors, both as a group and

individually, shall not be liable for damages to any Owner within the PUD by reason of any action or failure to act in their capacity as a volunteer member of the Board. Any party acquiring title to any property in PUD does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

13. Amendments. The Declaration of Covenants, Conditions, and Restrictions of the PUD ("Declaration" or "Covenants"), the Design Controls of TPARA ("Design Controls") and the Bylaws of the Association ("Bylaws") shall be amended in the following manner:

(a) Notice of the Paragraph(s) of the Association Documents affected by and the specific language of a proposed amendment shall be filed with the Secretary and posted on the Official Community Web Portal no later than ten (10) days after the notice of any Association Meeting at which a proposed amendment is to be considered.

(b) A resolution to adopt a proposed amendment may be made by any voting Member. A resolution to modify the language of a properly noticed proposed amendment may be made from the floor during an Association Meeting without being posted to the Official Community Web Portal, provided that it adheres to the subject matter of the proposed amendment. An amendment of the Declaration, Design Controls, and Bylaws shall be adopted only if approved by three-quarters of voting Members at an Association Meeting.

(c) No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments. No amendment shall affect the provision in Paragraph 11 above concerning the absence of liability for the Board of Directors.

(d) A copy of each amendment that is approved by the voting Members shall be

certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

14. Severability. All of the provisions, conditions and restrictions contained in these Bylaws shall be construed together; but if it shall at any time be held that any one of the provisions, conditions or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other provisions, conditions or restrictions or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, The Pueblos at Alameda Ranch Association, Inc., by its duly authorized officers, certify that this Certificate of Sixth Amendment, amending and restating the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, including the Design Controls for Pueblos at Alameda Ranch Planned Unit Development, appended to and a part thereof, and the Bylaws of TPARA, was duly adopted as of the date first written above and execute this instrument this 24th day of June, 2013, at Las Cruces, New Mexico.

The Pueblos at Alameda Ranch Association, Inc

By _____,

Henry C. Remm, Jr., President

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this 24th day of June, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Henry C. Remm, Jr., President of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 3-14-15.

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

By: _____,
Notary Public

The Pueblos at Alameda Ranch Association, Inc

By _____,
Daniel B. Edwards, Secretary

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this 24th day of June, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Daniel B. Edwards, Secretary of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 3-14-15.

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

By: _____,
Notary Public

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

AMENDMENT DESIGN CONTRO
PAGES: 79

I Hereby Certify That This Instrument Was Filed for Record On JUN 24, 2013 11:48:01 AM
And Was Duly Recorded as Instrument # 1315834
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Alma Arroyo

CERTIFICATE OF SEVENTH AMENDMENT TO DECLARATION

THE SEVENT AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFCATION OF SEVENTH AMENDMENT, was made on the 16th day of June, 2015, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico no-profit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853 -1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the COunty Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated July 15, 2010, was recorded August 16, 2010, as instrument number 1023330, in the Office of the County Recorder for Dona Ana County, New Mexico

The Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated and recorded October 18, 2011, as Instrument number 1123946, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated and recorded June 24, 2013, as Instrument number 1315834 in the Office of the County Recorder for Dona Ana County, New Mexico

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum there to of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA herby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the Association General Meeting of June 16, 2015, voted affirmatively for the adoption of the Seventh Amendment, a quorum of the Members being present. The Declarant voted for the amendment set forth below.

D. All terms used in the Seventh Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENTS:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

REVISED Garage Sales Article V, Section 16, Garage Sales. *Sales by any lot owner or renter of their personal property within the PUD shall be permitted on the first Saturday of the months of May and November between the hours of 7:00 AM and 11:00 AM, during which time the entrance gates shall remain open. All components of these sales shall be removed from view within (1) one hour before and after the sale times and at no time will be placed in the public right of way. All City ordinances shall be followed, participation is voluntary.*

IN WITNESS WHEREOF, TPARA has executed this Seventh Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed 23 day of July, 2015 at Las Cruces, New Mexico.

Bob Loveless, Treasurer, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 24th day of July, 2015, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Allen W Blum, Secretary of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. who being duly sworn executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: Aug. 18 2015

By; Ryanne Baca
Notary Public

OFFICIAL SEAL
RYANNE BACA
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 8/18/15

The Pueblos at Alameda Ranch Association, Inc.

By: Allen W. Blum
Allen W. Blum, Secretary

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

AMENDMENT TO DECLARATIO.
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On JUL 24, 2015 01:41:25 PM
And Was Duly Recorded as Instrument # 1515703
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy JoAnn Romero

CERTIFICATE OF FIRST AMENDMENT OF BYLAWS

THE FIRST AMENDMENT TO THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT OWNERS ASSOCIATION, INC., by this CERTIFICATE OF FIRST AMENDMENT, was made on the 18th day of November, 2008 by The Pueblos at Alameda Ranch Planned Unit Development Association, Inc.(hereinafter "TPARA"), a New Mexico non-profit corporation.

Recorded 01/23/2009 DAC

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, The Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4th, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents".

B. This Amendment amends the Bylaws of the Association Documents (the "Bylaws").

C. Pursuant to Section 12(b) of the Bylaws, TPARA hereby certifies that a meeting was duly called and that at least a majority of the votes cast by the Members at the Special Meeting on November 18, 2008, voted affirmatively for the adoption of this First Amendment, a quorum of the Members being present. The Declarant voted for each of the amendments set forth below.

D. All terms used in this First Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Bylaws.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Bylaws remain in full force and effect.

AMENDMENTS :

NOW, THEREFORE, TPARA hereby amends the Bylaws as follows:

Amendment Number 1

Bylaws Section 5, Directors Meetings (amended to address open meetings). Add subsection (e).

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REVISED Section 5(e), Directors Meetings. *All meetings of the Board of Directors shall be open to the Members, an exception may be invoked when those meetings are discussing personnel, directors by name, or members by name. If the meeting is temporarily closed for any of the above purposes, the remainder of the meeting shall be open to the Members.*

Amendment Number 2

Bylaws Section 9, Expenditures (amended to limit expenditures for non budgeted expenses). Add subsection 9(c).

REVISED Section 9(c), Limitations on Non Budgeted & Extraordinary Expenses. *No expenditure for any currently non-budgeted expense, or extraordinary expenditure for any item or group of similar items in excess of five thousand ($5,000.00) dollars shall be made without the prior approval of the Members at an Association Meeting called for that purpose.*

IN WITNESS WHEREOF, TPARA has executed this First Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 21st day of Jan., 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co- President

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 21st day of Jan., 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: _____

Notary Public

Recorded 01/23/2009 DAC

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IN WITNESS WHEREOF, TPARA has executed this First Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 21st day of JAN, 2009, at Las Cruces, New Mexico.

Catherine M. Court

Cathy Court, Treasurer

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 21st. day of JAN., 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Cathy Court, Treasurer of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: MAY 9th, 2011

By: Cathy J. Moore

Notary Public

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

CERTIFICATE OF AMENDMI
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of January, 2009 at 11:00:12 AM And Was Duly Recorded as Instrument #0901720 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
County Clerk, Dona Ana, NM

Deputy

Recorded 01/23/2009 DAC

CERTIFICATE OF SECOND AMENDMENT OF BYLAWS

THE SECOND AMENDMENT TO THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOOPOMENT OWNERS ASSOICIATION, INC., by this CERTIFICATE OF SECOND AMENDMENT, was made on the 12th day of January, 2010 by the Pueblos at Alameda Ranch Planned Unit Development Association, Inc., (hereinafter "TPARA"), A New Mexico non-profit corporation.

Recorded DAC 02/10/2010

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, The Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4th, 2006 in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 20006, was recorded December 1, 2006 in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents".

B. This Amendment amends the Bylaws of the Association Documents (the "Bylaws").

C. Pursuant to Section 12(b) of the Bylaws, TPARA hereby certifies that a meeting was duly called and that at least a majority of the votes cast by the Members at the General Meeting on January 12, 2010, voted affirmatively for the adoption of the Second Amendment, a quorum of the Members being present. The Declarent voted for the amendment set forth below.

D. All terms used in this Second Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Bylaws.

E. Except as specifically provided herein, all terms, conditions, covenants and rights contained in the Bylaws remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA hereby amends the Bylaw as follows:

Amendment Number 1

Bylaws of the Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

Bylaw # 10 (e): **Assessments, Assessments shall be made as follows:**

(e): All Annual Assessments, Special Assessments and Damage Assessments shall be deposited by the Treasurer into an account of accounts at a bank to be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be made only by checks signed by two persons so authorized from time to time by the Board of Directors.

Revised: Bylaw#10 (e) All annual Asses Assessments, Special Assessments and Damage Assessments shall be deposited by the Treasurer into an account of accounts at a bank to be designated from time to time by the Board of Directors. ***Withdrawal of funds from such accounts shall be made by only checks signed by a single individual so authorized for sums of $500.00 or less and checks shall be signed by tow persons so authorized for sums greater than $500.00 as so authorized from time to time by the Board of Directors.***

IN WITNESS WHEREEOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

This was done and signed the 10 day of Feb, 2010 at Las Cruces, New Mexico

Allen W Blum

Allen W Blum, President

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 10 day of Feb, 2010, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Allen W Blum, President of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
DARLENE NARVAEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 9/24/2012

By: Darlene

Notary Public

Recorded DAC 02/10/2010

IN WITNESS WHEREEOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

This was done and signed the 10 day of Feb., 2010 at Las Cruces, New Mexico

Elizabeth Lewis-Olson, Secretary

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 10 day of Feb, 2010, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Elizabeth Lewis- Olson, Secretary of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

By: _____

Notary Public

OFFICIAL SEAL
DARLENE NARVAEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 9/24/2012

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

2ND AMENDMENT OF BYLAW
PAGES: 3

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 10TH Day Of February, 2010 at 02:33:03 PM And Was Duly Recorded as Instrument #1003605 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
County Clerk, Dona Ana, NM

Deputy

Recorded DAC 02/10/2010

CERTIFICATE OF THIRD AMENDMENT OF BYLAWS

THE THIRD AMENDMENT TO THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOOPOMENT OWNERS ASSOICIATION, INC., by this CERTIFICATE OF SECOND AMENDMENT, was made on the 11th day of MAY, 2010 by the Pueblos at Alameda Ranch Planned Unit Development Association, Inc., (hereinafter "TPARA"), A New Mexico non-profit corporation.

Recorded06/01/2010DAC

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, The Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4th, 2006 in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 20006, was recorded December 1, 2006 in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents".

B. This Amendment amends the Bylaws of the Association Documents (the "Bylaws").

C. Pursuant to Section 12(b) of the Bylaws, TPARA hereby certifies that a meeting was duly called and that at least a majority of the votes cast by the Members at A Special Meeting called by the President on May 11, 2010, voted affirmatively for the adoption of the Third Amendment, a quorum of the Members being present. The Declarent voted for the amendment set forth below.

D. All terms used in this Third Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Bylaws.

E. Except as specifically provided herein, all terms, conditions, covenants and rights contained in the Bylaws remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA herby amends the Bylaw as follows:

Amendment Number 1

Bylaws of the Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

Bylaws **#4 (e): Directors:**

(e.): Each Director shall be elected for a term of two years, except that the Board elected at the Inaugural Association Meeting shall contain at least three Directors whose terms shall expire in one year.

Revised: Bylaw #4 (e) ***Beginning in June of 2010. _Candidates (3) for open positions will serve a term of three (3) years -- 2010 to 2013. Beginning in June of 2011, candidates (6), three of the open positions serve a term of one (1) year -- 2011 to 2012, and three candidates will serve a term of three (3) years -- 2011 to 2014.*****

*** The names of the Board Members elected will be drawn randomly so to identify those who will serve a one year term and those who shall serve a three year term.**

Beginning in July, 2012, all newly elected Board Members will serve a three (3) year term.

IN WITNESS WHEREEOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

This was done and ~~signed~~ the 1 day of June, 2010 at Las Cruces, New Mexico

Allen W Blum

Allen W Blum, President

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 1st day of June, 2010, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Allen W Blum, President of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 9/19/2011

By: Tambi V. Estrada

Notary Public

OFFICIAL SEAL
TAMBI V. ESTRADA
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 9/19/2011

Recorded06/01/2010DAC

IN WITNESS WHEREEOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

This was done and signed the 1 day of June, 2010 at Las Cruces, New Mexico

Elizabeth N. Lewis

Elizabeth Lewis-Olson, Secretary

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 1st day of June, 2010, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Elizabeth Lewis- Olson, Secretary of The Pueblos at Alameda Ranch Public Unit Development Owners Association, Inc., who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 9/19/2011

By: Tambi V. Estrada

Notary Public

OFFICIAL SEAL
TAMBI V. ESTRADA
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 9/19/2011

DONA ANA COUNTY CLERK STATE OF NEW MEXICO

CERTIFICATE OF AMENDME
COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of June, 2010 at 11:50:09 AM
And Was Duly Recorded as Instrument #1013931
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy County Clerk, Dona Ana, NM

Recorded06/01/2010DAC

CERTIFICATE OF FOURTH AMENDMENT TO THE BYLAWS

THE FOURTH AMENDMENT TO THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF FOURTH AMENDMENT, was made on the 17th day of January, 2012, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc. (hereinafter "TPARA"), a New Mexico nonprofit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the County Recorder for Dona Ana County, New Mexico.

COUNTY OF DONA ANA) BYLAWS
STATE OF NEW MEXICO) ss PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On FEB 1, 2012 11:41:45 AM
And Was Duly Recorded as Instrument # 1202903
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Cynthia Chavez

The Second Amendment to the Bylaws of TPARA dated February 10, 2010, was recorded February 10, 2010, as Instrument number 1003605, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Third Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was recorded July 7, 2010 as Instrument number 1017863, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated August 12, 2010, was re-recorded August 16, 2010, as Instrument number 1023329, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated July 15, 2010, was recorded August 16, 2010, as Instrument number 1023330, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was dated and recorded on October 18, 2011, as Instrument number 1123946, in the office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Bylaws of the Association Documents (the "Bylaws").

C. Pursuant to Paragraph 12(b) of the Bylaws, TPARA hereby certifies that a meeting was duly called and at least a majority of the votes cast by the Members at the Special Association Meeting of January 17, 2012, voted affirmatively for the adoption of this Fourth Amendment to the Bylaws, a quorum of the Members being present.

D. All terms used in this Fourth Amendment to the Bylaws, unless otherwise defined herein, have the meaning ascribed to them in the Bylaws.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Bylaws remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA hereby amends the Bylaws as follows:

Bylaws Paragraph 7, Officers (amended to transfer the duty to arrange an annual outside audit from the Treasurer to the Board of Directors).

Strike from Paragraph 7(c) the words "who shall arrange for an annual outside audit of the financial books of the Association," and add Paragraph 7(c), as follows: "The Board of Directors shall arrange for an annual outside audit of the financial books of the Association."

REVISED Bylaws Paragraph 7(c). The treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order and who shall perform all other duties related to the officer of Treasurer.

REVISED Bylaws Paragraph 7(e). The Board of Directors shall arrange for an annual outside audit of the financial books of the Association.

IN WITNESS WHEREOF, TPARA has executed this Fourth Amendment to the Bylaws as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 1st day of February, 2012 at Las Cruces, New Mexico.

Hugh Black

Hugh Black, President, TPARA

STATE OF NEW MEXICO
DONA ANA COUNTY

On this 1 day of Feb, 2012, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Hugh Black, President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 3-14-15

By: _____
Notary Public

OFFICIAL SEAL
SONIA RODRIGUEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

IN WITNESS WHEREOF, TPARA has executed this Fourth Amendment to the Bylaws as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 1st day of February, 2012 at Las Cruces, New Mexico.

_____
Henry C. Remm, Jr., Co-Secretary , TPARA

STATE OF NEW MEXICO
DONA ANA COUNTY

On this 1 day of Feb, 2012, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-Secretary of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., also known as The Pueblos at Alameda Ranch Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: 3-14-15

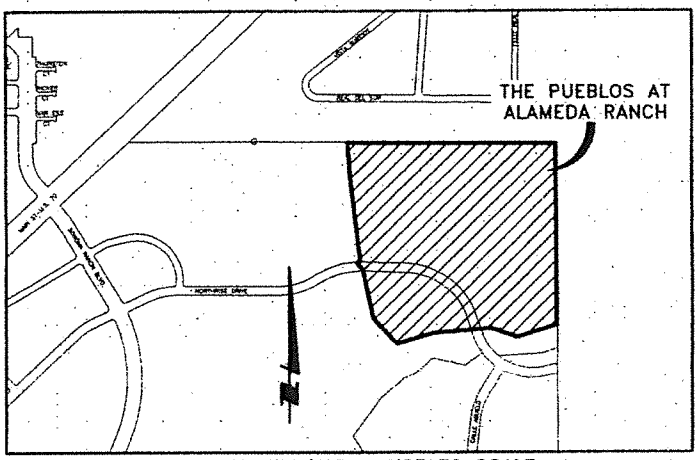
By: _____
Notary Public

OFFICIAL SEAL
SONIA RODRIGUEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

EXHIBIT A-1

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 18, 2005



VICINITY MAP - NOT TO SCALE

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, AND CONTAINS 67.441 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 19th DAY OF August, 2005.

John T. Moscato, President
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF August, 2005, BY JOHN T. MOSCATO.

Sharon M. DeBraal
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: SHARON M. DEBRAAL NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires 2/28/2006

PLAT NO. 4229 RECEPTION NO. 33903
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 23 DAY OF September, 2005 AT 11:57 A.M. O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 349-351 FILED IN THE RECORDS OF SAID COUNTY.

Rita Torres
COUNTY CLERK

By: Linda Ortiz
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: E. Chavez DATE: 8/29/05

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: [signature] DATE: 8/22/05

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: [signature] DATE: 8/19/05

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: [signature] DATE: 8.31.05
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: [signature] DATE: 9/8/05
DIRECTOR OF UTILITIES

BY: David Maestas DATE: 9/2/5
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

[signature] 9/20/05
CHAIRMAN DATE

[signature] 9/20/05
SECRETARY DATE

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

[signature] 7-18-05
KERY W. GREINER, PS 9761 DATE OF SURVEY

KERY W. GREINER NEW MEXICO 9761 REGISTERED PROFESSIONAL LAND SURVEYOR

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

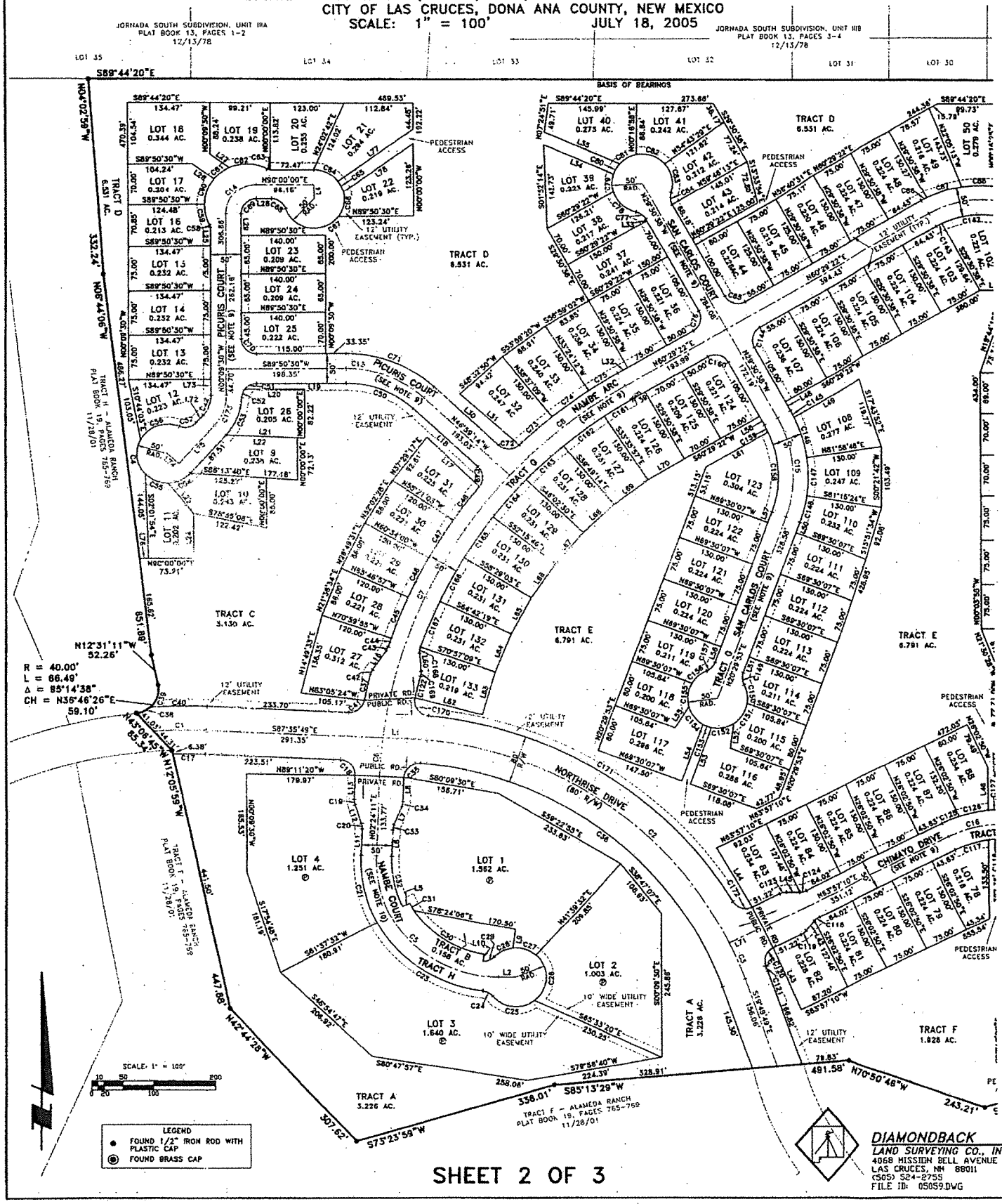
SHEET 1 OF 3

349

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



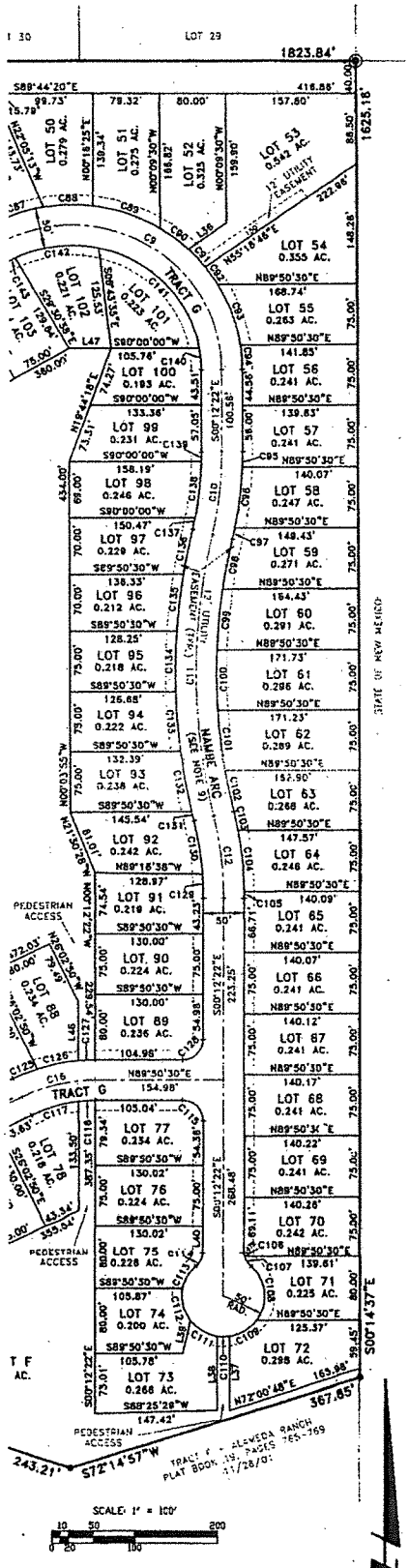
SHEET 2 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
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CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	800.00'	85.57'	S88°20'18"W	85.53'	6°07'43"
C2	620.00'	466.03'	N56°48'18"W	454.47'	43°03'58"
C3	620.00'	67.87'	N24°36'18"W	67.84'	6°16'31"
C4	50.00'	65.09'	S07°31'33"E	60.66'	74°35'02"
C5	200.00'	523.95'	S43°47'54"E	388.71'	93°24'11"
C6	800.00'	85.32'	S04°53'37"W	85.30'	6°06'41"
C7	800.00'	498.98'	S22°07'22"W	491.31'	35°44'49"
C8	800.00'	244.02'	S31°45'04"W	243.08'	17°28'38"
C9	180.00'	374.81'	N29°31'30"W	310.87'	119°18'18"
C10	435.00'	102.31'	N08°36'36"W	102.07'	13°28'33"
C11	750.00'	353.79'	S00°12'22"E	349.55'	26°57'05"
C12	435.00'	102.31'	N00°36'36"W	102.07'	13°28'33"
C13	165.00'	139.38'	N68°34'22"W	135.12'	48°10'18"
C14	50.00'	78.66'	S44°35'12"W	70.81'	90°09'30"
C15	200.00'	174.88'	N04°30'23"W	169.07'	50°06'31"
C16	200.00'	60.37'	S78°35'30"E	60.16'	17°33'20"
C17	780.00'	57.24'	N89°31'58"W	57.23'	4°18'18"
C18	25.00'	38.27'	N42°35'48"W	35.36'	90°00'00"
C19	25.00'	8.87'	S07°32'30"E	8.82'	20°33'22"
C20	25.00'	8.87'	N07°32'30"W	8.82'	20°33'22"
C21	225.00'	119.20'	S12°46'28"E	117.81'	30°21'13"
C22	50.00'	38.82'	N22°36'10"E	36.86'	44°29'30"
C23	225.00'	217.67'	S33°41'22"E	208.48'	55°26'48"
C24	25.00'	18.86'	N51°47'22"W	18.44'	43°13'24"
C25	50.00'	78.36'	S83°33'51"E	69.15'	87°29'50"
C26	50.00'	65.18'	N01°48'40"E	77.19'	101°03'07"
C27	50.00'	41.16'	N72°16'38"W	40.00'	47°08'28"
C28	50.00'	25.00'	S84°05'23"W	24.75'	28°39'42"
C29	50.00'	20.54'	N67°36'37"E	20.00'	47°09'30"
C30	152.00'	142.65'	S56°18'44"E	138.08'	53°47'03"
C31	152.00'	14.39'	S28°32'28"E	14.39'	5°25'27"
C32	175.00'	85.74'	S11°47'47"E	85.84'	28°03'27"
C33	25.00'	8.87'	S12°46'32"W	8.82'	20°33'22"
C34	25.00'	8.87'	N12°46'32"E	8.82'	20°33'22"
C35	25.00'	40.31'	S48°35'28"W	36.08'	92°22'33"
C36	580.00'	561.84'	N52°31'31"W	540.80'	55°31'32"
C37	840.00'	45.15'	S12°44'39"W	45.14'	3°04'48"
C38	40.00'	24.84'	N68°32'08"E	24.64'	35°34'18"
C39	40.00'	41.85'	N18°34'47"E	39.71'	59°31'20"
C40	840.00'	92.78'	S82°14'19"W	92.74'	6°19'44"
C41	25.00'	35.43'	N51°48'13"E	32.54'	81°11'58"
C42	25.00'	8.88'	S24°21'15"W	8.83'	20°20'28"
C43	25.00'	7.48'	N28°18'41"E	7.46'	17°41'26"
C44	825.00'	18.41'	S18°27'28"W	18.41'	1°04'13"
C45	825.00'	78.10'	S21°38'34"W	78.08'	5°12'57"
C46	825.00'	75.10'	S26°48'31"W	78.08'	5°12'57"
C47	825.00'	75.10'	S32°02'28"W	78.08'	5°12'57"
C48	825.00'	71.82'	S37°08'41"W	71.85'	4°59'28"
C49	25.00'	37.80'	N05°40'24"W	34.30'	86°37'40"
C50	180.00'	120.96'	N88°34'22"W	117.73'	45°10'16"
C51	25.00'	23.18'	S63°18'36"W	22.36'	53°07'46"
C52	25.00'	15.03'	S19°29'30"W	14.80'	34°26'24"
C53	100.00'	58.59'	N22°09'04"E	58.01'	33°34'53"
C54	50.00'	41.16'	N38°36'36"E	40.00'	47°09'23"
C55	50.00'	71.82'	S37°08'41"W	71.85'	82°18'28"
C56	50.00'	73.27'	S70°34'36"W	66.89'	83°57'56"
C57	25.00'	30.77'	N72°17'42"E	28.87'	70°31'44"
C58	10.00'	3.05'	N14°38'08"W	3.00'	28°57'18"
C59	75.00'	16.86'	S14°16'30"E	16.83'	12°52'50"
C60	25.00'	47.82'	S30°26'37"E	41.93'	109°35'27"
C61	75.00'	31.72'	S52°43'08"E	31.45'	24°14'41"
C62	25.00'	20.08'	N87°40'24"W	19.75'	53°15'20"
C63	10.00'	3.05'	S75°31'21"E	3.00'	28°57'18"
C64	50.00'	43.84'	N83°50'58"W	44.07'	50°15'04"
C65	50.00'	20.41'	N28°00'31"W	20.27'	12°23'11"
C66	50.00'	44.54'	N11°10'09"E	43.09'	50°41'11"
C67	50.00'	108.13'	S81°28'41"E	88.28'	123°54'48"
C68	25.00'	30.77'	N34°44'08"W	28.87'	70°31'44"
C69	25.00'	39.34'	S44°55'15"W	35.40'	90°09'30"
C70	25.00'	39.27'	S45°09'30"E	35.36'	90°00'00"
C71	210.00'	138.32'	N68°34'22"W	136.81'	45°10'18"
C72	25.00'	37.80'	N85°41'56"E	34.30'	86°37'40"
C73	825.00'	71.83'	S44°43'58"W	71.81'	4°59'45"
C74	825.00'	78.10'	S53°36'20"W	78.08'	5°12'57"
C75	825.00'	59.05'	S58°32'35"W	58.04'	3°55'34"
C76	25.00'	39.27'	N12°28'22"E	35.36'	90°00'00"
C77	25.00'	21.03'	N58°26'18"W	20.41'	48°11'23"
C78	50.00'	53.06'	S47°17'58"E	50.61'	60°48'10"
C79	25.00'	21.03'	S12°45'06"W	20.41'	48°11'23"
C80	50.00'	20.29'	S30°24'09"W	20.15'	23°14'32"
C81	20.00'	12.45'	S80°38'32"W	11.87'	37°09'56"
C82	50.00'	51.21'	N71°27'57"W	49.00'	58°41'03"
C83	50.00'	53.06'	N11°43'20"W	50.61'	60°48'10"
C84	25.00'	21.03'	S09°24'58"E	20.41'	48°11'23"
C85	25.00'	39.27'	S7°30'38"E	35.36'	90°00'00"
C86	203.00'	10.27'	S81°55'00"W	10.27'	2°53'16"

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C87	203.00'	81.47'	S72°02'02"W	81.24'	17°10'48"
C88	203.00'	58.87'	S88°51'35"W	58.77'	16°36'36"
C89	203.00'	85.73'	N70°54'38"W	85.13'	23°58'00"
C90	203.00'	42.34'	N53°00'34"W	42.26'	11°50'06"
C91	203.00'	30.35'	N42°21'13"W	30.31'	8°28'42"
C92	203.00'	28.84'	N34°53'28"W	28.82'	7°28'45"
C93	203.00'	80.23'	N19°57'28"W	79.71'	22°38'18"
C94	203.00'	30.36'	N0-C28'35"W	30.33'	8°32'37"
C95	480.00'	18.00'	N00°38'39"E	18.00'	2°22'01"
C96	480.00'	75.82'	N05°31'21"E	75.27'	9°03'23"
C97	480.00'	13.53'	N12°23'31"E	13.53'	1°41'08"
C98	725.00'	62.88'	S12°48'55"W	62.84'	4°58'31"
C99	725.00'	75.36'	S09°18'27"W	75.34'	5°57'25"
C100	725.00'	75.04'	S00°37'39"E	75.00'	5°55'48"
C101	725.00'	73.51'	S06°34'34"E	73.47'	5°48'02"
C102	725.00'	52.15'	S11°17'15"E	52.15'	4°07'19"
C103	480.00'	24.43'	N12°08'37"W	24.43'	2°55'39"
C104	480.00'	73.47'	N05°56'18"W	73.38'	8°46'00"
C105	480.00'	8.29'	N00°43'20"W	8.29'	1°01'57"
C106	25.00'	5.85'	S07°01'10"E	5.83'	13°37'37"
C107	25.00'	15.06'	S31°06'52"E	14.85'	34°31'46"
C108	50.00'	74.33'	N05°51'57"W	67.80'	85°09'38"
C109	50.00'	38.90'	N59°27'14"E	37.93'	44°34'46"
C110	50.00'	15.08'	N88°52'14"E	15.00'	17°16'14"
C111	50.00'	38.89'	S59°13'09"E	37.92'	44°34'08"
C112	50.00'	41.28'	S13°18'51"E	40.12'	47°18'18"
C113	50.00'	32.82'	S28°10'40"W	32.24'	37°36'42"
C114	25.00'	21.03'	N23°53'20"E	20.41'	48°11'23"
C115	25.00'	39.23'	N45°10'38"E	35.34'	89°52'06"
C116	175.00'	20.04'	S88°33'08"W	20.03'	6°33'44"
C117	175.00'	59.00'	S73°36'44"W	58.73'	19°18'06"
C118	25.00'	11.27'	S30°56'28"W	11.27'	26°03'28"
C119	25.00'	11.27'	N56°59'58"E	11.27'	26°03'28"
C120	25.00'	38.89'	S21°40'32"W	35.84	84°35'18"
C121	680.00'	8.85'	N69°13'54"W	8.85'	0°44'19"
C122	780.00'	37.89'	N67°10'38"E	37.89'	2°46'30"
C123	25.00'	11.27'	S76°58'55"W	11.27'	26°03'28"
C124	25.00'	11.27'	N78°58'25"E	11.27'	26°03'28"
C125	225.00'	31.47'	S87°37'37"W	31.45'	8°00'52"
C126	225.00'	50.12'	S78°20'57"W	50.01'	12°45'49"
C127	225.00'	20.03'	S67°16'51"W	20.02'	5°05'56"
C128	25.00'	39.28'	N44°44'04"E	35.37'	90°01'29"
C129	610.00'	29.18'	N02°13'27"W	29.26'	4°06'12"
C130	610.00'	87.07'	N08°29'44"W	86.99'	8°22'21"
C131	775.00'	11.54'	S13°15'18"E	11.54'	0°51'12"
C132	775.00'	76.15'	S10°09'49"E	76.12'	5°37'48"
C133	775.00'	76.24'	S04°29'02"E	75.21'	5°38'44"
C134	775.00'	76.00'	S01°08'17"W	75.97'	5°37'34"
C135	775.00'	70.90'	S08°31'05"W	70.48'	5°14'44"
C136	775.00'	56.07'	S11°11'48"W	56.06'	4°08'45"
C137	610.00'	14.82'	N12°13'24"E	14.82'	1°23'34"
C138	610.00'	69.51'	N08°19'14"E	69.42'	6°31'47"
C139	610.00'	11.95'	N00°37'44"E	11.95'	1°07'12"
C140	150.00'	28.54'	N02°06'42"W	28.51'	10°54'02"
C141	150.00'	183.48'	N44°01'04"W	173.35'	70°05'24"
C142	150.00'	101.82'	S83°11'24"W	99.86'	38°53'01"
C143	150.00'	10.57'	S62°38'38"W	10.57'	4°02'31"
C144	25.00'	39.27'	S15°39'22"W	35.36'	90°00'00"
C145	225.00'	12.84'	S32°24'49"E	12.83'	3°16'00"
C146	225.00'	21.00'	N37°08'07"E	21.00'	5°20'54"
C147	225.00'	66.83'	N50°21'49"E	66.59'	16°45'47"
C148	225.00'	46.16'	N14°37'14"E	46.08'	11°45'17"
C149	25.00'	21.03'	S03°35'49"E	20.41'	48°11'23"
C150	50.00'	32.85'	N08°21'03"W	32.27'	37°38'24"
C151	50.00'	41.34'	N53°27'54"E	40.15'	47°21'01"
C152	50.00'	38.89'	S47°45'55"E	37.92'	44°33'51"
C153	50.00'	15.06'	S82°50'02"E	15.00'	17°15'14"
C154	50.00'	38.89'	S38°15'55"E	37.92'	44°33'51"
C155	50.00'	41.32'	S07°21'52"W	40.15'	47°21'01"
C156	50.00'	32.85'	S49°31'49"W	32.27'	37°38'24"
C157	25.00'	21.03'	N44°55'24"E	20.41'	48°11'23"
C158	175.00'	139.23'	N09°24'28"W	135.62'	45°34'27"
C159	175.00'	12.82'	S27°14'15"E	12.82'	4°11'53"
C160	25.00'	39.27'	N74°30'38"E	35.36'	90°00'00"
C161	775.00'	55.31'	S58°26'42"W	55.28'	4°05'18"
C162	775.00'	84.15'	S52°17'24"W	84.11'	6°13'16"
C163	775.00'	84.15'	S46°04'08"W	84.11'	6°13'16"
C164	775.00'	84.15'	S39°50'52"W	84.11'	6°13'16"
C165	775.00'	84.15'	S33°37'35"W	84.11'	6°13'16"
C166	775.00'	84.15'	S27°24'19"W	84.11'	6°13'16"
C167	775.00'	84.21'	S21°10'55"W	84.17'	6°13'32"
C168	25.00'	10.29'	S07°16'58"W	10.21'	23°34'18"
C169	22.00'	8.75'	N05°31'32"E	8.70'	22°47'04"
C170	25.00'	42.49'	S33°39'11"E	37.56'	97°23'10"
C171	680.00'	912.67'	N38°05'09"W	840.81'	53°11'14"
C172	25.00'	38.89'	S71°49'05"E	35.05'	89°33'16"
C173	75.00'	28.23'	N20°56'16"E	28.06'	21°33'20"

LINE TABLE

LINE	BEARING	LENGTH
L1	S87°33'49"E	39.15'
L2	S00°00'00"W	28.72'
L3	S89°50'30"E	25.00'
L4	N00°00'00"W	23.00'
L5	N84°00'14"E	13.00'
L6	N02°24'11"E	44.47'
L7	N32°57'33"E	33.85'
L8	N02°24'11"E	33.88'
L9	N05°11'36"E	53.67'
L10	N05°27'45"E	12.77'
L11	N02°24'11"E	44.47'
L12	N18°09'10"W	33.85'
L13	N02°24'11"E	49.47'
L14	N12°49'40"E	49.14'
L15	N14°37'28"E	28.14'
L16	N34°58'14"W	144.90'
L17	S45°28'11"E	130.34'
L18	N44°58'14"W	144.90'
L19	S89°50'30"E	148.33'
L20	N89°50'30"E	100.00'
L21	S87°48'28"E	130.88'
L22	S87°48'28"E	118.39'
L23	S32°15'11"E	84.87'
L24	S00°00'00"E	75.89'
L25	N00°09'30"W	21.24'
L26	S54°41'50"E	44.85'
L27	S54°43'00"E	58.80'
L28	N00°00'00"W	28.44'
L29	S00°09'30"E	37.18'
L30	N48°58'14"W	144.90'
L31	N48°32'17"W	130.48'
L32	N89°29'22"E	19.99'
L33	N28°30'38"W	3.18'
L34	N89°53'38"W	122.34'
L35	N88°53'38"W	133.38'
L36	N89°53'38"W	33.22'
L37	S00°08'30"E	90.78'
L38	S00°09'30"E	90.80'
L39	S12°20'08"W	41.83'
L40	N00°12'22"W	33.28'
L41	S00°12'22"E	123.59'
L42	N37°32'43"E	32.58'
L43	S37°45'08"E	113.10'
L44	N30°47'28"W	113.46'
L45	S89°59'21"E	32.58'
L46	N00°12'22"W	72.38'
L47	N89°09'08"E	80.00'
L48	S28°30'38"E	12.18'
L49	N89°29'22"E	130.18'
L50	N89°29'53"E	19.44'
L51	N89°29'53"E	28.25'
L52	N00°30'38"E	41.82'
L53	N89°29'53"E	101.42'
L54	N89°29'53"E	101.42'
L55	N89°29'53"E	41.80'
L56	N89°29'53"E	28.25'
L57	N89°29'53"E	19.44'
L58	N28°30'38"W	17.18'
L59	S89°29'22"W	23.89'
L60	S04°30'10"E	30.78'
L61	N89°29'22"E	110.78'
L62	S78°37'42"E	114.24'
L63	N18°21'53"E	73.00'
L64	N89°29'22"E	70.00'
L65	N28°24'18"E	70.00'
L66	N54°37'38"E	70.00'
L67	N46°38'38"E	70.00'
L68	N47°04'08"E	70.00'
L69	N55°17'24"E	70.00'
L70	N28°08'44"E	70.00'
L71	N85°57'10"E	61.81'
L72	N42°01'50"E	18.80'
L73	N00°09'30"W	28.83'
L74	S47°58'10"E	35.00'
L75	N42°01'50"E	87.51'
L76	N89°09'08"E	15.10'
L77	N54°40'58"E	181.73'
L78	N54°40'58"E	140.84'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. MINIMUM SETBACKS:

LOTS 9-133		LOTS 1-4	
FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'	FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'
REAR - 20'	2 STORY MAX HEIGHT 32'	REAR - 20'	2 STORY MAX HEIGHT 32'
SIDE - 0' OR 20'	15' SIDE STREET SETBACK	SIDE - 0' OR 20'	15' SIDE STREET SETBACK

THE FRONT SETBACK MAY BE 20' IF THE GARAGE IS TURNED 90 DEGREES TO THE STREET. IN THIS CASE THE GARAGE AND/OR THE HOUSE MAY BE WITHIN 20' OF THE RIGHT OF WAY; OTHERWISE, THE ENTIRE STRUCTURE MUST BE SETBACK AT LEAST 25'. SETBACKS CAN BE ADJUSTED WHEN REQUIRED ADMINISTRATIVELY.

LOT 1 WILL HAVE A SIDE SETBACK ADJACENT TO THE CUL-DE-SAC OF 55' BECAUSE OF ITS FLAG LOT SHAPE. LOTS 21-24 WILL HAVE A 15' SIDE SETBACK. LOT 44 WILL HAVE A 15' SETBACK ON THE EAST SIDE. LOTS 107 AND 124 WILL HAVE A 15' SIDE SETBACK.

6. TRACTS A-F ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED.
7. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF.
8. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
9. TRACT G CONSISTS OF NAMBE ARC, PICURIS COURT, SAN CARLOS COURT, AND CHIMAYO DRIVE. TRACT G WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
10. TRACT H CONSISTS OF NAMBE COURT. TRACT H WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
11. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517E.
12. LOT NUMBERS 5-8 WILL NOT BE USED.
13. LOTS 1-4 SHALL PROVIDE 16,000 CUBIC FEET OF ON-LOT PONDING TO BE MAINTAINED BY THE LOT PURCHASER. THIS VOLUME MAY BE DIVIDED INTO MULTIPLE PONDS.

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

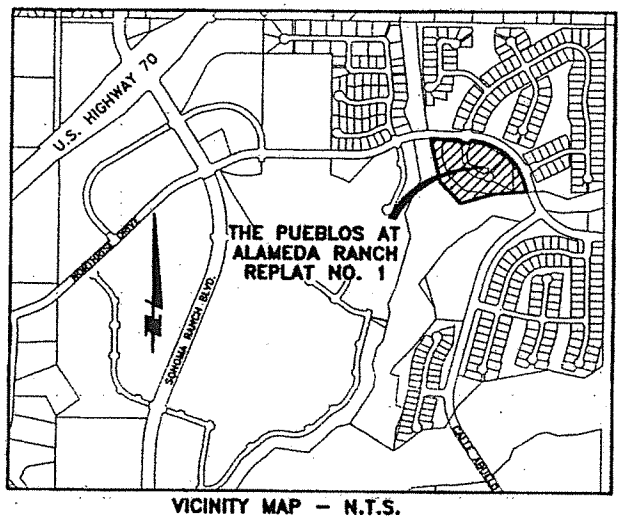
SHEET 3 OF 3

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e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOTS 1-4, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JANUARY 12, 2006



VICINITY MAP - N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1, AND CONTAINS 9.616 ACRES OF LAND, MORE OR LESS.

UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 20TH DAY OF January, 2006.

John T. Moscato, President
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF January, 2006, BY JOHN T. MOSCATO.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: 6/13/06.

PLAT NO. 4312 RECEPTION NO. 3547
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 1st DAY OF February, 2006 AT 2:33 P O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 506-511 FILED IN THE RECORDS OF SAID COUNTY.

Rita Torres
COUNTY CLERK

DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Enrique Chaves DATE: 1/13/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: [signature] DATE: 1-17-06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: C. Lockhart DATE: 1/13/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: [signature] DATE: 1.26.06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: [signature] DATE: 1/30/06
DIRECTOR OF UTILITIES

BY: [signature] DATE: 1-25-06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

[signature] 2/1/06
CHAIRMAN DATE

[signature] 2/1/06
SECRETARY DATE

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

[signature] 1-12-06
KERY W. GREINER, PS 9761 DATE OF SURVEY

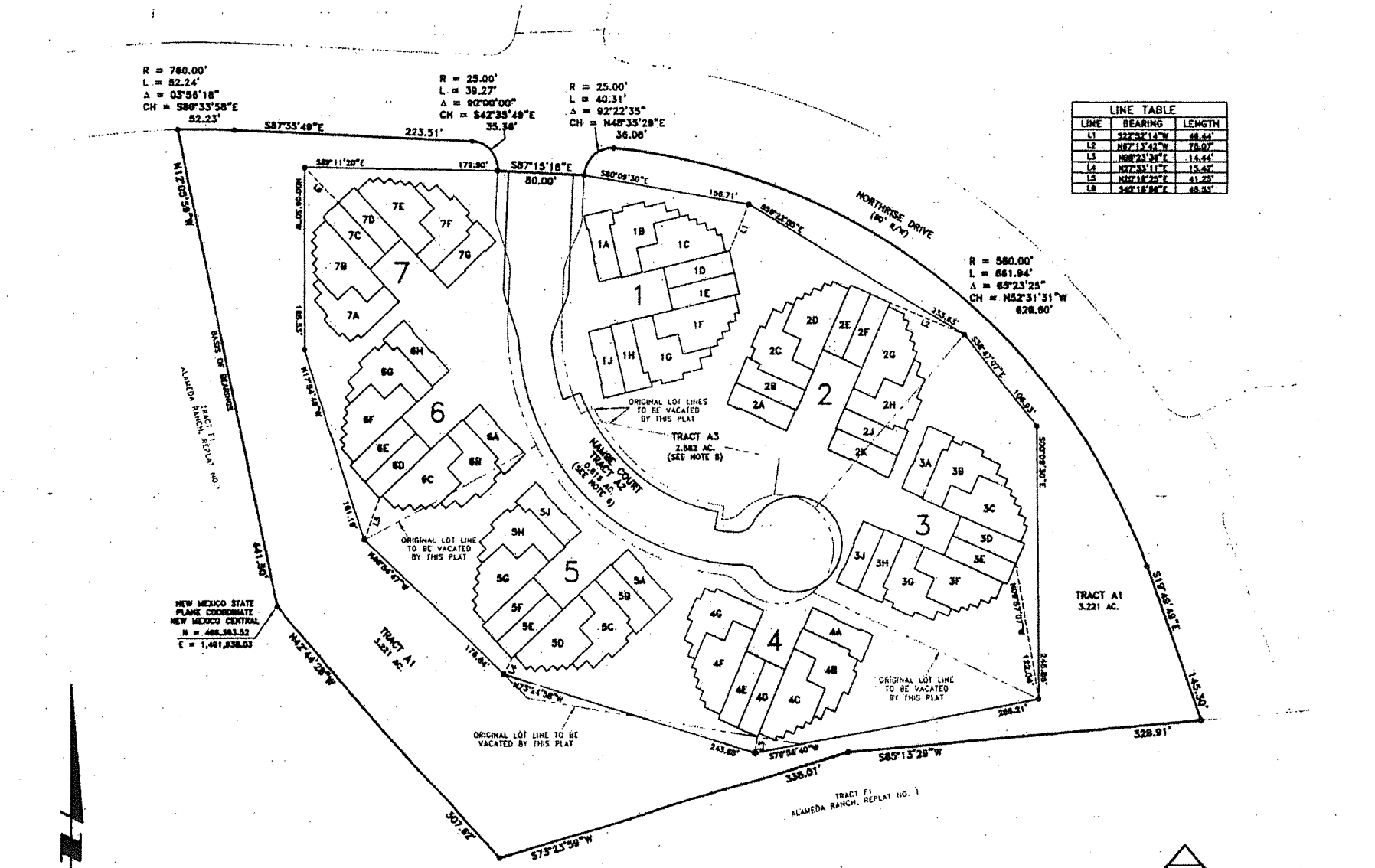
KERY W. GREINER NEW MEXICO 9761 REGISTERED PROFESSIONAL LAND SURVEYOR

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05239.DWG

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THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOTS 1-4, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 60' JANUARY 12, 2006



LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°52'14"W	46.44'
L2	N87°13'42"W	78.07'
L3	N88°23'38"E	14.44'
L4	N37°33'11"E	13.42'
L5	N82°18'20"E	41.25'
L6	S49°18'56"E	48.93'

SCALE: 1" = 60'

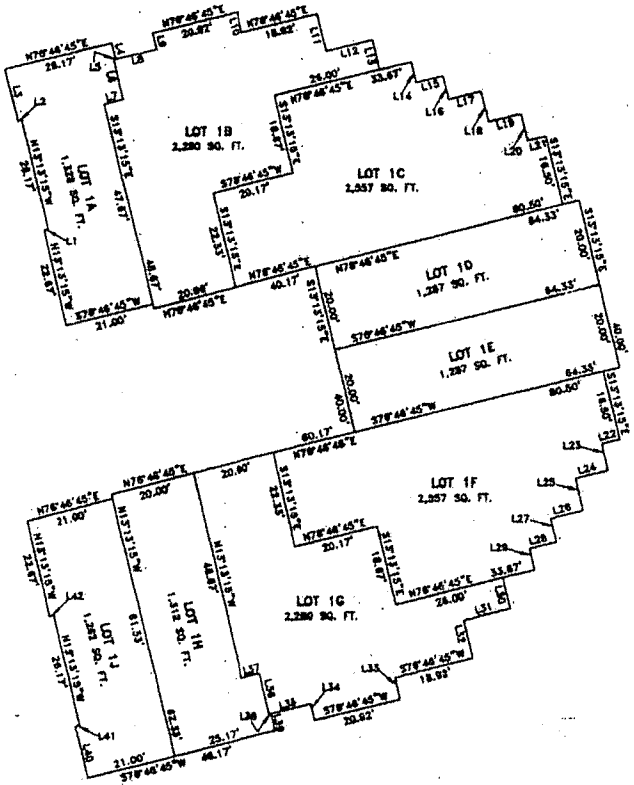
SHEET 2 OF 6

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LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05239.DWG

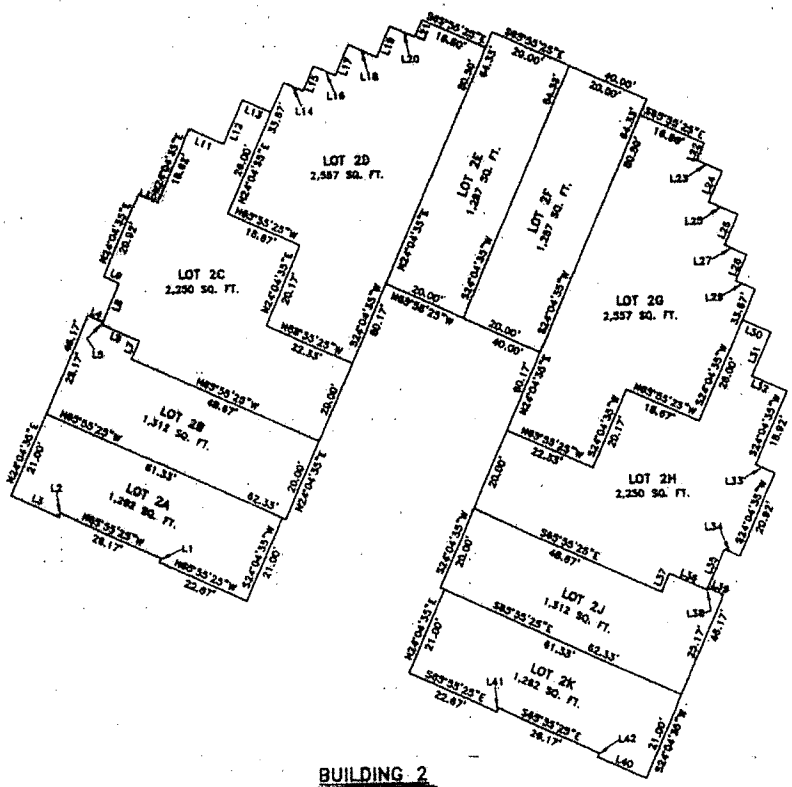
507

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 1
SCALE: 1" = 20'



BUILDING 2
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N78°46'45"E	1.00'
L2	S78°46'46"W	1.00'
L3	N11°13'15"W	12.50'
L4	S11°13'15"E	4.00'
L5	S78°46'45"W	0.50'
L6	S11°13'15"E	9.67'
L7	S78°46'45"W	4.67'
L8	N78°46'45"E	10.33'
L9	N11°13'15"W	4.00'
L10	S11°13'15"E	5.00'
L11	S11°13'15"E	9.00'
L12	N78°46'45"E	11.33'
L13	S11°13'15"E	7.33'
L14	S11°13'15"E	5.00'
L15	N78°46'45"E	8.50'
L16	S11°13'15"E	5.67'
L17	N78°46'45"E	7.82'
L18	S11°13'15"E	7.41'
L19	N78°46'45"E	7.82'
L20	S11°13'15"E	6.42'
L21	N78°46'45"E	6.42'

LINE TABLE		
LINE	BEARING	LENGTH
L22	S78°46'45"W	6.42'
L23	S11°13'15"E	6.42'
L24	S78°46'45"W	7.82'
L25	S11°13'15"E	7.41'
L26	S78°46'45"W	7.82'
L27	S11°13'15"E	5.67'
L28	S78°46'45"W	8.50'
L29	S11°13'15"E	5.00'
L30	S11°13'15"E	7.33'
L31	S78°46'45"W	11.33'
L32	S11°13'15"E	9.00'
L33	S11°13'15"E	5.00'
L34	S78°46'45"W	4.00'
L35	S11°13'15"E	10.33'
L36	S78°46'45"W	9.67'
L37	S78°46'45"W	4.67'
L38	N78°46'45"E	8.50'
L39	S11°13'15"E	4.00'
L40	N11°13'15"W	12.50'
L41	N78°46'45"E	1.00'
L42	S78°46'45"W	1.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°04'35"E	1.00'
L2	S24°04'35"W	1.00'
L3	N65°55'25"W	12.50'
L4	S65°55'25"E	4.00'
L5	S24°04'35"W	0.50'
L6	S65°55'25"E	9.67'
L7	S24°04'35"W	4.67'
L8	N24°04'35"E	10.33'
L9	N65°55'25"W	4.00'
L10	S65°55'25"E	5.00'
L11	S65°55'25"E	9.00'
L12	N24°04'35"E	11.33'
L13	S65°55'25"E	7.33'
L14	S65°55'25"E	5.00'
L15	N24°04'35"E	8.50'
L16	S65°55'25"E	5.67'
L17	N24°04'35"E	7.82'
L18	S65°55'25"E	7.41'
L19	N24°04'35"E	7.82'
L20	S65°55'25"E	6.42'
L21	N24°04'35"E	6.42'

LINE TABLE		
LINE	BEARING	LENGTH
L22	S24°04'35"W	6.42'
L23	S65°55'25"E	6.42'
L24	S24°04'35"W	7.82'
L25	S65°55'25"E	7.41'
L26	S24°04'35"W	7.82'
L27	S65°55'25"E	5.67'
L28	S24°04'35"W	8.50'
L29	S65°55'25"E	5.00'
L30	S65°55'25"E	7.33'
L31	S24°04'35"W	11.33'
L32	S65°55'25"E	9.00'
L33	S65°55'25"E	5.00'
L34	N65°55'25"W	4.00'
L35	S24°04'35"W	10.33'
L36	N65°55'25"W	9.67'
L37	S24°04'35"W	4.67'
L38	N24°04'35"E	0.50'
L39	S65°55'25"E	4.00'
L40	N65°55'25"W	12.50'
L41	N24°04'35"E	1.00'
L42	S24°04'35"W	1.00'

SCALE: 1" = 20'

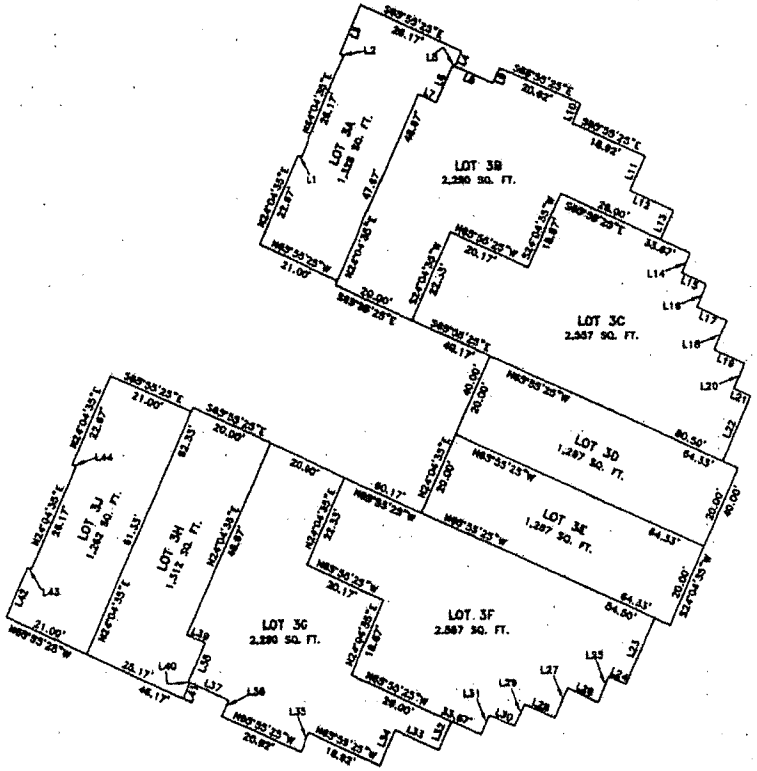
SHEET 3 OF 6

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LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05239.DWG

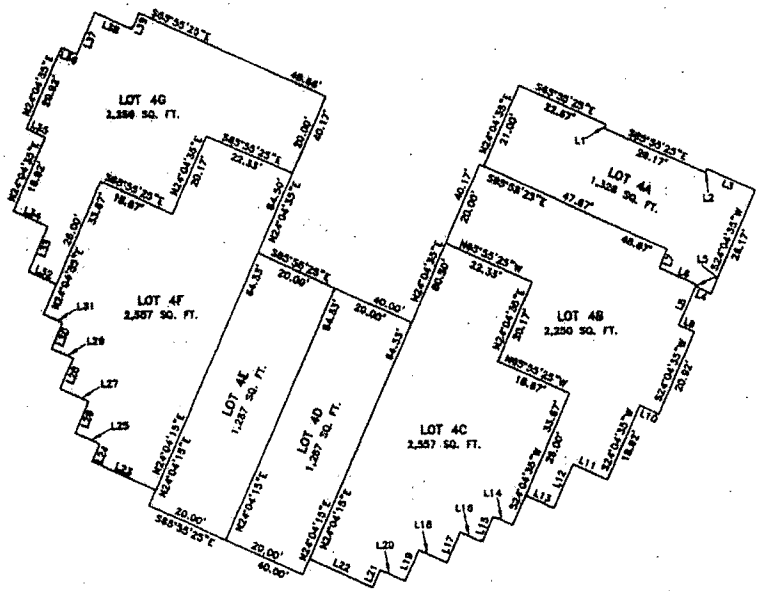
508

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THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



BUILDING 3
SCALE: 1" = 20'



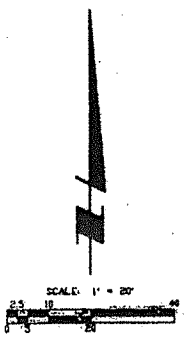
BUILDING 4
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°36'25"E	1.00'
L2	N24°04'35"E	1.00'
L3	S65°55'25"E	12.50'
L4	N65°36'25"W	4.00'
L5	N24°04'35"E	0.50'
L6	N65°36'25"W	9.67'
L7	N24°04'35"E	4.67'
L8	S24°04'35"W	10.33'
L9	S65°55'25"E	4.00'
L10	N65°55'25"W	5.00'
L11	N65°55'25"W	9.00'
L12	S24°04'35"W	11.33'
L13	N65°55'25"W	7.33'
L14	N65°55'25"W	5.00'
L15	N24°04'35"E	6.50'
L16	N65°55'25"W	5.67'
L17	S24°04'35"W	7.82'
L18	N66°00'21"W	7.41'
L19	S24°04'35"W	7.82'
L20	N65°55'25"W	6.42'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S24°04'35"W	4.42'
L22	N65°55'25"W	18.48'
L23	N65°36'25"W	18.51'
L24	N24°04'35"E	4.42'
L25	N65°36'25"W	8.42'
L26	N24°04'35"E	7.83'
L27	N65°36'25"W	7.41'
L28	N24°04'35"E	7.83'
L29	N65°55'25"W	5.67'
L30	N24°04'35"E	6.80'
L31	N65°36'25"W	5.00'
L32	N65°36'25"W	7.33'
L33	N24°04'35"E	11.83'
L34	N65°36'25"W	8.00'
L35	N65°36'25"W	5.00'
L36	S65°36'25"E	4.00'
L37	N24°04'35"E	10.83'
L38	N65°55'25"W	9.67'
L39	N24°04'35"E	4.17'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°36'25"E	1.00'
L2	N65°36'25"W	1.00'
L3	N24°04'35"E	12.50'
L4	S24°04'35"W	4.00'
L5	N65°55'25"W	0.50'
L6	S24°04'35"W	9.67'
L7	N65°55'25"W	4.67'
L8	S24°04'35"W	10.33'
L9	S65°55'25"E	4.00'
L10	N65°55'25"W	5.00'
L11	N65°55'25"W	9.00'
L12	S24°04'35"W	11.33'
L13	N65°55'25"W	7.33'
L14	N65°55'25"W	5.00'
L15	S24°04'35"W	6.50'
L16	N65°55'25"W	5.67'
L17	S24°04'35"W	7.82'
L18	N66°00'21"W	7.41'
L19	S24°04'35"W	7.82'
L20	N65°55'25"W	6.42'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S24°04'35"W	4.42'
L22	N65°55'25"W	18.48'
L23	N65°36'25"W	18.51'
L24	N24°04'35"E	4.42'
L25	N65°36'25"W	8.42'
L26	N24°04'35"E	7.83'
L27	N65°36'25"W	7.41'
L28	N24°04'35"E	7.83'
L29	N65°55'25"W	5.67'
L30	N24°04'35"E	6.80'
L31	N65°36'25"W	5.00'
L32	N65°36'25"W	7.33'
L33	N24°04'35"E	11.83'
L34	N65°36'25"W	8.00'
L35	N65°36'25"W	5.00'
L36	S65°36'25"E	4.00'
L37	N24°04'35"E	10.83'
L38	N65°55'25"W	9.67'
L39	N24°04'35"E	4.17'



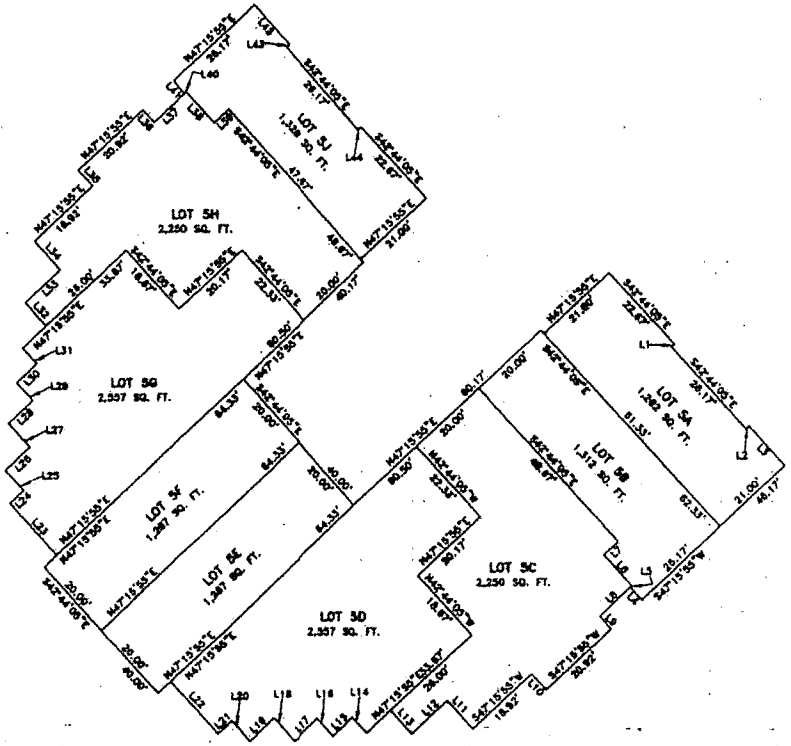
SHEET 4 OF 6

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4068 MISSION BELL AVENUE
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(505) 524-8755
FILE ID 05239.DWG

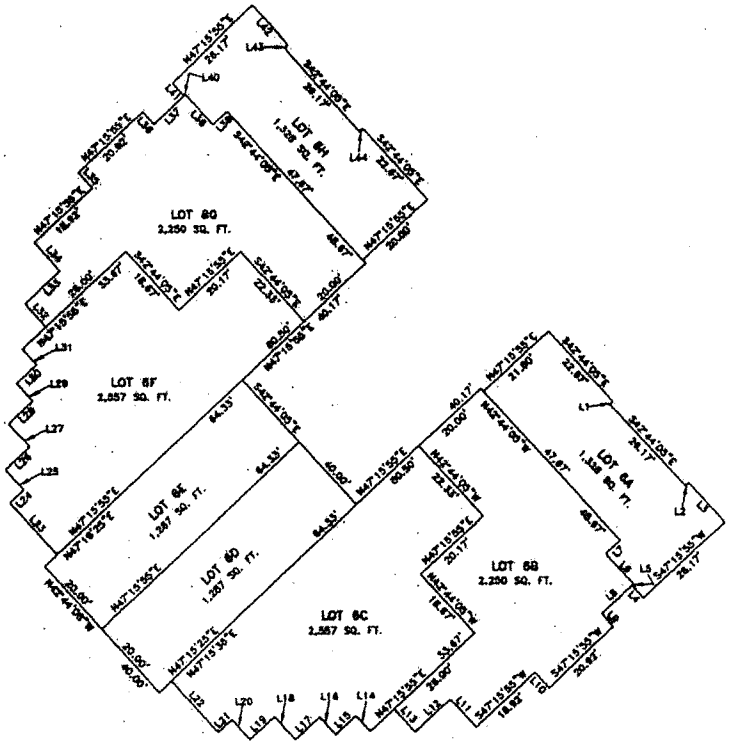
509

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THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



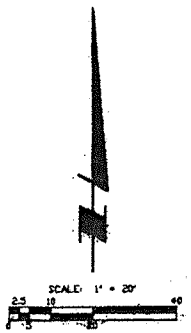
BUILDING 5
SCALE: 1" = 20'



BUILDING 6
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°15'55"W	1.00'
L2	N47°15'55"E	1.00'
L3	S42°44'05"E	12.50'
L4	N42°44'05"W	4.00'
L5	N47°15'55"E	9.50'
L6	N42°44'05"W	9.67'
L7	N47°15'55"E	4.67'
L8	S47°15'55"W	10.33'
L9	S42°44'05"E	4.00'
L10	N42°44'05"W	9.00'
L11	N42°44'05"W	9.00'
L12	S47°15'55"W	11.33'
L13	N42°44'05"W	7.33'
L14	N42°44'05"W	9.00'
L15	S47°15'55"W	9.50'
L16	N42°44'05"W	9.67'
L17	S47°15'55"W	7.88'
L18	N42°44'05"W	7.41'
L19	S47°15'55"W	7.88'
L20	N42°44'05"W	9.67'
L21	S47°15'55"W	4.67'
L22	N42°44'05"W	18.00'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N42°44'05"W	18.00'
L24	N47°15'55"E	4.42'
L25	N42°44'05"W	8.42'
L26	N47°15'55"E	7.82'
L27	N42°44'05"W	7.41'
L28	N47°15'55"E	7.82'
L29	N42°44'05"W	8.67'
L30	N47°15'55"E	8.50'
L31	N42°44'05"W	5.00'
L32	N42°44'05"W	7.33'
L33	N47°15'55"E	11.33'
L34	N42°44'05"W	9.00'
L35	N42°44'05"W	8.00'
L36	S42°44'05"E	4.00'
L37	N47°15'55"E	10.33'
L38	S42°44'05"E	8.67'
L39	N47°15'55"E	4.67'
L40	S47°15'55"W	0.50'
L41	N42°44'05"W	4.00'
L42	S42°44'05"E	12.50'
L43	S47°15'55"W	1.00'
L44	N47°15'55"E	1.00'



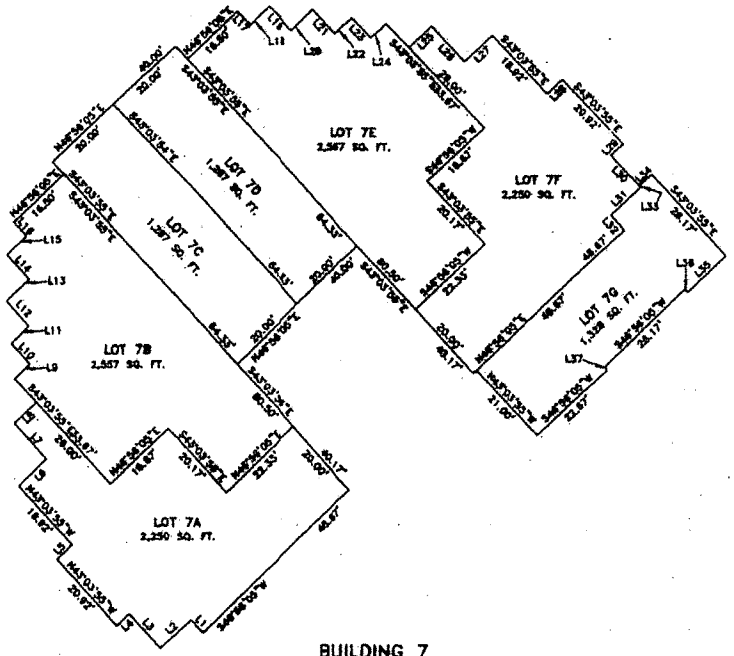
SHEET 5 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2735
FILE ID: 05239.DWG

510

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THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 1



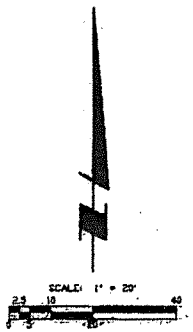
BUILDING 7
SCALE: 1" = 20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°56'05"E	6.17'
L2	S45°03'55"E	8.67'
L3	N44°56'05"E	19.83'
L4	S45°03'55"E	4.00'
L5	N44°56'05"E	5.00'
L6	N45°03'55"W	8.00'
L7	N44°56'05"E	11.33'
L8	N45°03'55"W	7.33'
L9	N44°56'05"E	5.00'
L10	N45°03'55"W	8.50'
L11	N44°56'05"E	5.67'
L12	N45°03'55"W	7.83'
L13	N44°56'05"E	7.41'
L14	N45°03'55"W	7.92'
L15	N44°56'05"E	8.42'
L16	N45°03'55"W	4.42'
L17	S45°03'55"E	4.42'
L18	N44°56'05"E	8.42'
L19	S45°03'55"E	7.92'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N44°56'05"E	7.41'
L21	S45°03'55"E	7.83'
L22	N44°56'05"E	5.67'
L23	S45°03'55"E	8.50'
L24	N44°56'05"E	5.00'
L25	N44°56'05"E	7.33'
L26	S45°03'55"E	11.33'
L27	N44°56'05"E	8.00'
L28	N44°56'05"E	5.00'
L29	S44°56'05"W	4.00'
L30	S45°03'55"E	10.33'
L31	S44°56'05"W	8.67'
L32	S45°03'55"E	4.67'
L33	N45°03'55"W	0.50'
L34	N44°56'05"E	4.00'
L35	S44°56'05"W	13.50'
L36	N45°03'55"W	1.00'
L37	S45°03'55"E	1.00'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #8781.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. UTILITY STUBOUTS NECESSARY TO PROVIDE UTILITY SERVICE TO THE LOTS CONTAINED HEREIN ARE ALREADY IN PLACE.
5. TRACT A1 IS FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING AND SHALL BE PRIVATELY MAINTAINED. NO STRUCTURES ARE ALLOWED IN TRACT A1.
6. TRACT A2 CONSISTS OF NAMBE COURT AND WILL A PERMANENT, PRIVATE ROADWAY, SHARED ACCESS, DRAINAGE, AND UTILITY EASEMENT AND WILL BE PRIVATELY OWNED AND MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
7. TRACTS A1 AND A2 SHALL PROVIDE ON-LOT PONDING TO BE MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
8. TRACT A3 IS FOR THE PURPOSE OF SHARED ACCESS, OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND RECREATIONAL USES AND WILL BE MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION.
9. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0617E.
10. ALL BUILDING SETBACKS ARE MEASURED FROM THE OUTER BOUNDARY OF TRACT A1.
11. SETBACKS ARE SHOWN ON THE PLAT AND CAN BE ADJUSTED WHEN REQUESTED ADMINISTRATIVELY.



DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2795
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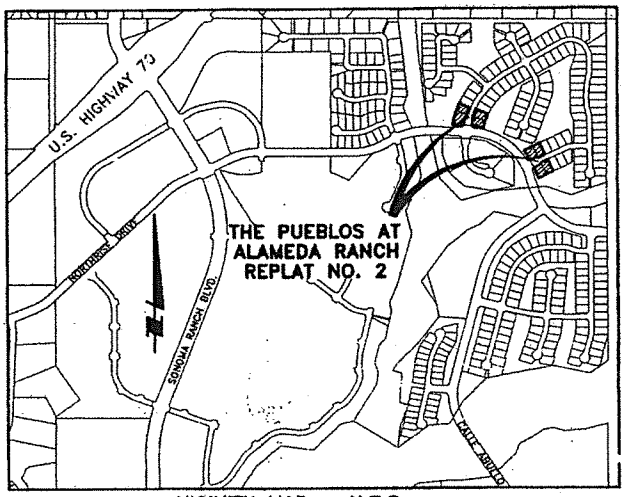
SHEET 6 OF 6

5711

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132 AND 133, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
MAY 5, 2006



VICINITY MAP - N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2, AND CONTAINS 1.813 ACRES OF LAND, MORE OR LESS.

THE RIGHT OF WAY SHOWN HEREON AS TRACTS H AND I ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNERS OF THE LAND SHOWN HEREON

SEE SHEET 2 OF 3 FOR INSTRUMENTS OF TITLE, OWNER SIGNATURES, AND NOTARIES.

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

KERY W. GREINER, PS 9761 — DATE 6-20-06

KERY W. GREINER NEW MEXICO 9761 REGISTERED PROFESSIONAL LAND SURVEYOR

PLAT NO. 44448 RECEPTION NO: 31978
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 11 DAY OF September, 2006 AT 3:34 O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 770-72 FILED IN THE RECORDS OF SAID COUNTY.

Rita Torres
COUNTY CLERK

Sandra Rivera
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: _____ DATE: 6/15/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE: 6/15/06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE: 6/13/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: David Weir DATE: 8-25-06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ DATE: 8/30/06
DIRECTOR OF UTILITIES

BY: _____ DATE: 8-25-06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

CHAIRMAN _____ DATE 9/7/06

SECRETARY _____ DATE 9-7-06

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 06032.DWG

770

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THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132 AND 133, THE PUEBLOS AT ALAMEDA RANCH
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
MAY 5, 2006

INSTRUMENT OF TITLE: LOT 27A - CLERK'S BOOK 491, PAGE 1823 (2/03/2009)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 10th DAY OF August, 2006.

JOHN T. MOSCATO
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF August 2006 BY JOHN T. MOSCATO.

(NOTARY PUBLIC) MY COMMISSION EXPIRES 6-6-10

OFFICIAL SEAL
DINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 28A - CLERK'S BOOK 709, PAGE 1441 (5/10/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 10th DAY OF August, 2006.

GARY L. LANE
GARY L. LANE, INC.
1809 IMPERIAL RIDGE
LAS CRUCES, NM 88011

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF August 2006 BY GARY L. LANE.

(NOTARY PUBLIC)

OFFICIAL SEAL
DINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 132A - CLERK'S BOOK 676, PAGE 882 (1/10/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 21st DAY OF August, 2006.

MICHAEL J. CLIFFORD
ORGAN VIEW INVESTMENTS
1155 COMMERCE, SUITE E
LAS CRUCES, NM 88001

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF August 2006 BY

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

OFFICIAL SEAL
DINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 133A - CLERK'S BOOK 689, PAGE 1843 (3/08/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 21st DAY OF August, 2006.

MICHAEL J. CLIFFORD
P.O. BOX 7891
LAS CRUCES, NM 88006

SALLIE D. CLIFFORD
P.O. BOX 7891
LAS CRUCES, NM 88006

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF August 2006 BY MICHAEL J. AND SALLIE D. CLIFFORD.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

OFFICIAL SEAL
CORY W. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 81A - CLERK'S BOOK 676, PAGE 1522 (1/11/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 11th DAY OF August, 2006.

ROBERT L. SKAGGS
2117 VISTA LEJANO
LAS CRUCES, NM 88005

LINDA R. SKAGGS
2117 VISTA LEJANO
LAS CRUCES, NM 88005

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF August 2006 BY ROBERT L. AND LINDA R. SKAGGS.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

OFFICIAL SEAL
DINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 82A - CLERK'S BOOK 681, PAGE 1930 (2/01/2006)
LOT 83A - CLERK'S BOOK 681, PAGE 1358 (2/01/2006)

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 18 DAY OF AUGUST, 2006.

KEVIN GALL
GALL PROPERTIES AND DEVELOPING INC
812 CANTERBURY AVENUE
LAS CRUCES, NM 88005

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF August 2006 BY KEVIN GALL.

(NOTARY PUBLIC) 6-6-10 MY COMMISSION EXPIRES

OFFICIAL SEAL
DINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6-6-10

INSTRUMENT OF TITLE: LOT 84A - CLERK'S BOOK 681, PAGE 1845 (2/01/2006)

WE, THE UNDERSIGNED OWNERS DO HEREBY SET OUR HANDS THIS 8 DAY OF August, 2006.

LUIS LOPEZ
2002 NINA COURT
LAS CRUCES, NM 88007

MARTHA S. LOPEZ
2002 NINA COURT
LAS CRUCES, NM 88007

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF AUGUST 2006 BY LUIS AND MARTHA S. LOPEZ.

(NOTARY PUBLIC) 8-7-07 MY COMMISSION EXPIRES

OFFICIAL SEAL
KERY W. GREINER
NOTARY PUBLIC
STATE OF NEW MEXICO
My commission expires: 8-7-07

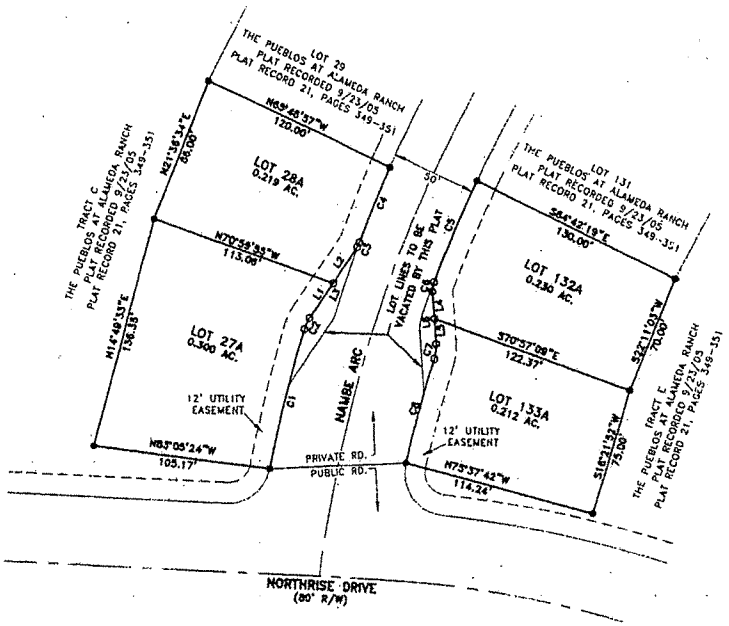
SHEET 2 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 06032.DWG

e-Recorded 08/16/10 DAC

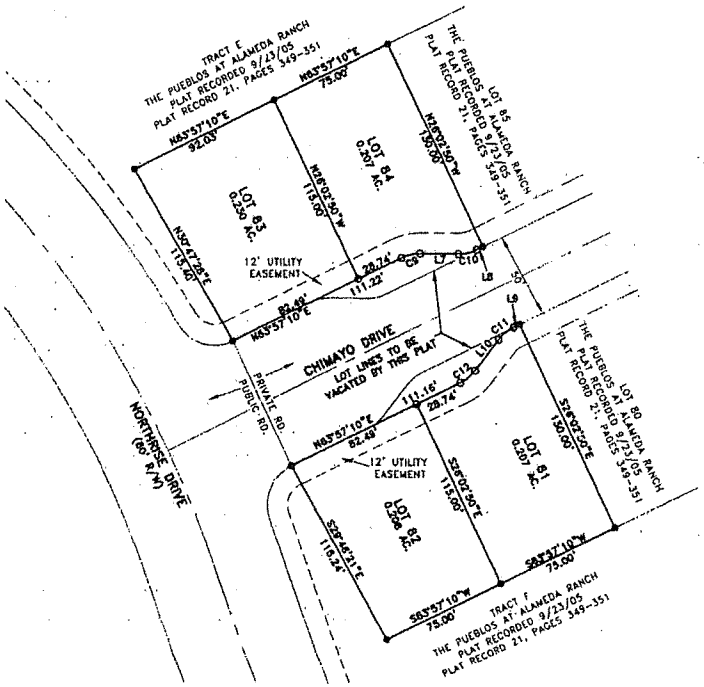
THE PUEBLOS AT ALAMEDA RANCH, REPLAT NO. 2

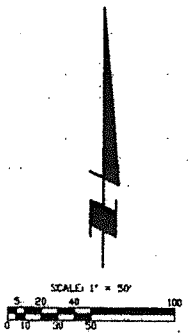
A REPLAT OF LOTS 27, 28, 81, 82, 83, 84, 132, 133, LAS ALAMEDAS – PHASE II
PLAT RECORDED SEPTEMBER 23, 2005 IN PLAT RECORD 21, PAGES 349-351
OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 50' MAY 5, 2006



NOTES:

1. THE PURPOSE OF THIS REPLAT IS TO CORRECT THE LOT LINES ALONG THE RIGHT OF WAY OF NAMBE ARC AND CHIMAYO DRIVE. THE ENTRANCES OF THESE GATED PRIVATE ROADWAYS WERE ALTERED TO ACCOMMODATE THE ISLANDS AND GATES. THE FINAL PLAT WAS RECORDED WITHOUT THESE ALTERATIONS AND IS NOW BEING CORRECTED. ALL PAVEMENT, CURB AND GUTTER AND UTILITIES FOR THESE LOTS ARE IN PLACE AND THE LOT SIZES COMPLY WITH THE ORIGINAL SUBDIVISION REQUIREMENTS.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. UTILITY STUBOUTS NECESSARY TO PROVIDE UTILITY SERVICE TO THE LOTS CONTAINED HEREIN ARE ALREADY IN PLACE.
5. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517E.
6. TRACTS A-F ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED. NO ON-LOT PONDING IS REQUIRED.





CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	840.00'	83.38'	S14°02'53"W	83.35'	5°41'15"
C2	23.00'	7.12'	S28°45'30"W	7.09'	17°43'56"
C3	13.00'	5.11'	N27°46'41"E	5.10'	13°41'36"
C4	625.00'	47.31'	S22°34'28"W	47.31'	5°17'09"
C5	775.00'	84.25'	S22°35'11"W	84.23'	6°46'00"
C6	13.00'	5.68'	S08°01'16"W	5.64'	25°02'51"
C7	23.00'	8.80'	N09°27'45"E	8.75'	21°55'51"
C8	760.00'	62.63'	S13°04'02"W	62.61'	4°43'17"
C9	25.00'	11.37'	S76°58'56"W	11.27'	26°03'28"
C10	25.00'	11.37'	N76°58'55"E	11.27'	26°03'28"
C11	25.00'	11.37'	S50°55'28"W	11.27'	26°03'28"
C12	25.00'	11.37'	N50°55'28"E	11.27'	26°03'28"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°37'29"E	24.80'
L2	N54°37'29"E	25.67'
L3	N54°37'29"E	50.47'
L4	N09°30'10"W	15.74'
L5	N09°30'10"W	14.43'
L6	N09°30'10"W	30.17'
L7	S89°29'21"E	22.56'
L8	N63°57'10"E	4.02'
L9	S63°57'10"W	4.02'
L10	N37°53'42"E	22.58'

SHEET 3 OF 3

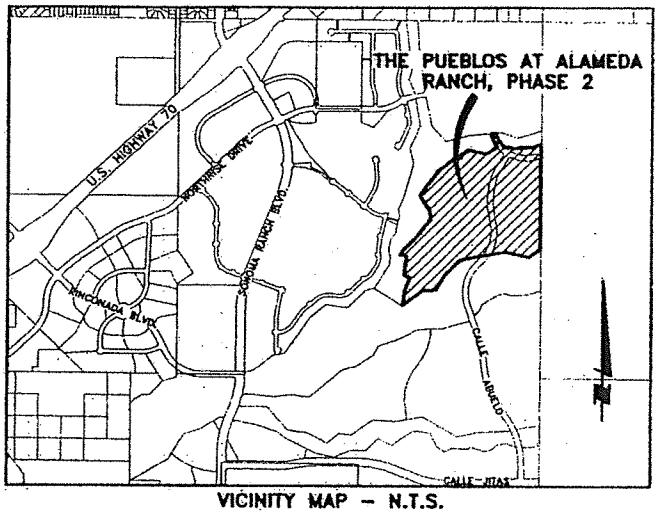
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 06032.DWG

e-Recorded 08/16/10 DAC

EXHIBIT A-2

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF PARCELS 8 AND 9, ALAMEDA RANCH
PLAT RECORDED NOVEMBER 28, 2001 IN PLAT RECORD 19, PAGES 765-769
OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 7, 2006



VICINITY MAP - N.T.S.

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, PHASE 2 AND CONTAINS 69.122 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 18TH DAY OF July, 2006.

John T. Moscato, President
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18TH DAY OF July, 2006, BY JOHN T. MOSCATO.

Kerry W. Greiner
(NOTARY PUBLIC)

OFFICIAL SEAL
KERY W. GREINER
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 8-7-07

MY COMMISSION EXPIRES: 8-7-07

PLAT NO. 4436 RECEPTION NO. 28070
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 10TH DAY OF August, 2006 AT 3:37 P O'CLOCK AND DULY RECORDED IN PLAT RECORD 21, PAGE(S) 742-747 FILED IN THE RECORDS OF SAID COUNTY.

Yvette Torres
COUNTY CLERK

Linda Chew
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: E. Chavez DATE: 7/13/06

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: Danny Kell DATE: 7/18/06

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: Jaime Lira DATE: 7/14/06

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AND ZONING COMMISSION OF THIS PLAT.

BY: [signature] DATE: 7.21.06
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: Jorge A. Garcia DATE: 7/31/06
DIRECTOR OF UTILITIES

BY: [signature] DATE: 7.26.06
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

CHAIRMAN [signature] DATE 7/27/06

SECRETARY [signature] DATE 7-27-06

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

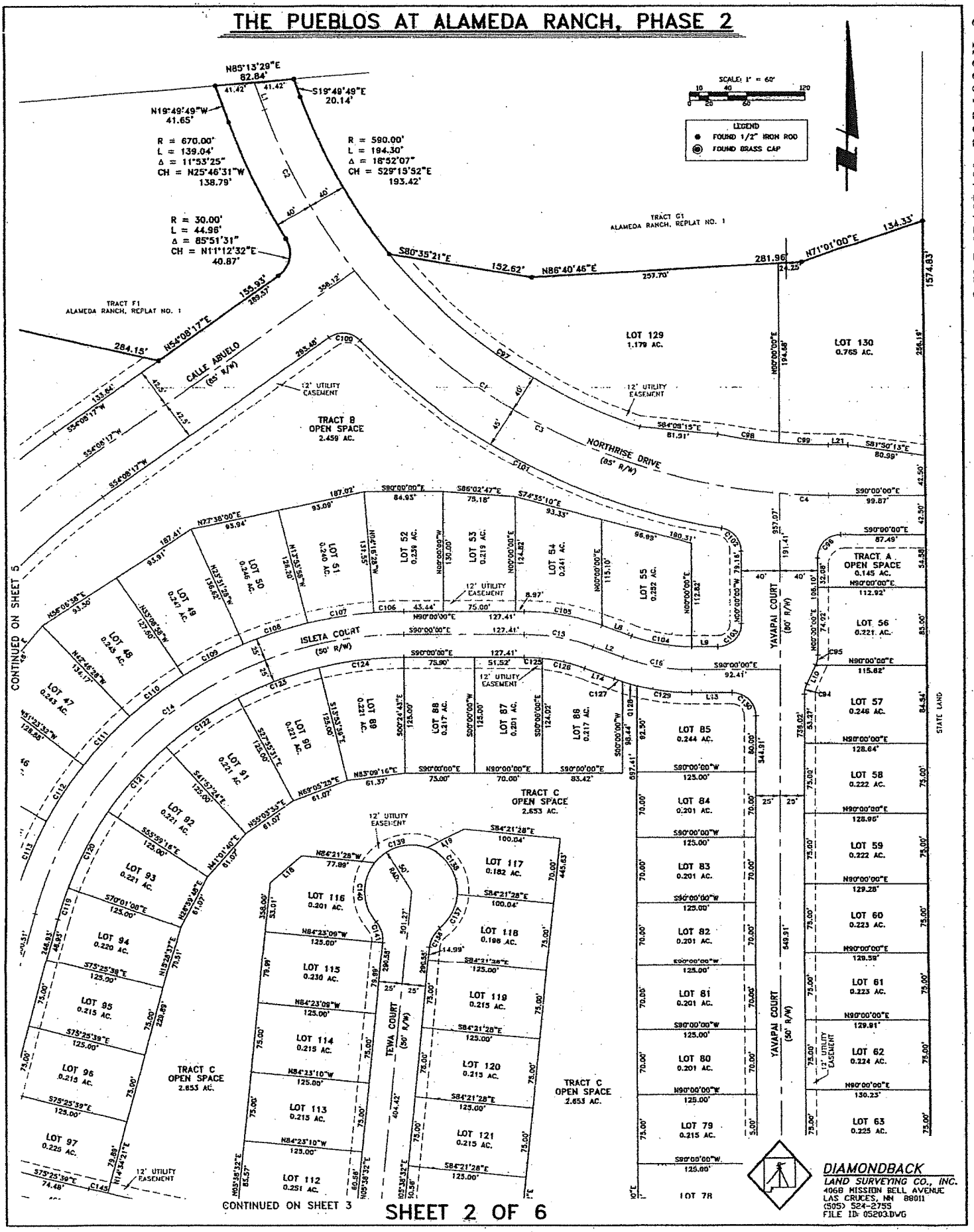
Kerry W. Greiner 7-18-06
KERY W. GREINER, PS 9761

KERY W. GREINER NEW MEXICO 9761 REGISTERED LAND SURVEYOR

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05203.DWG

Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2



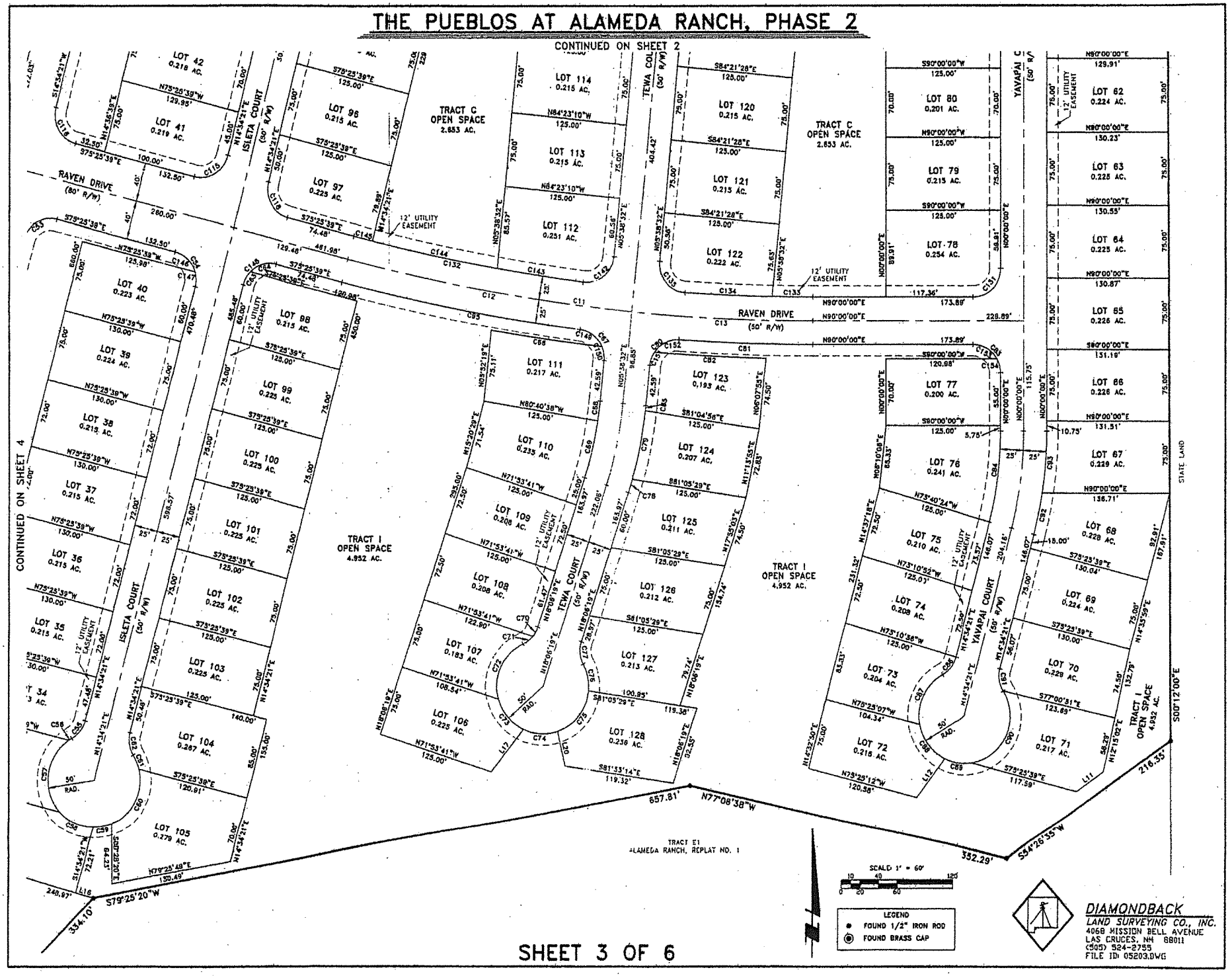
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05203.DWG

SHEET 2 OF 6

743

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

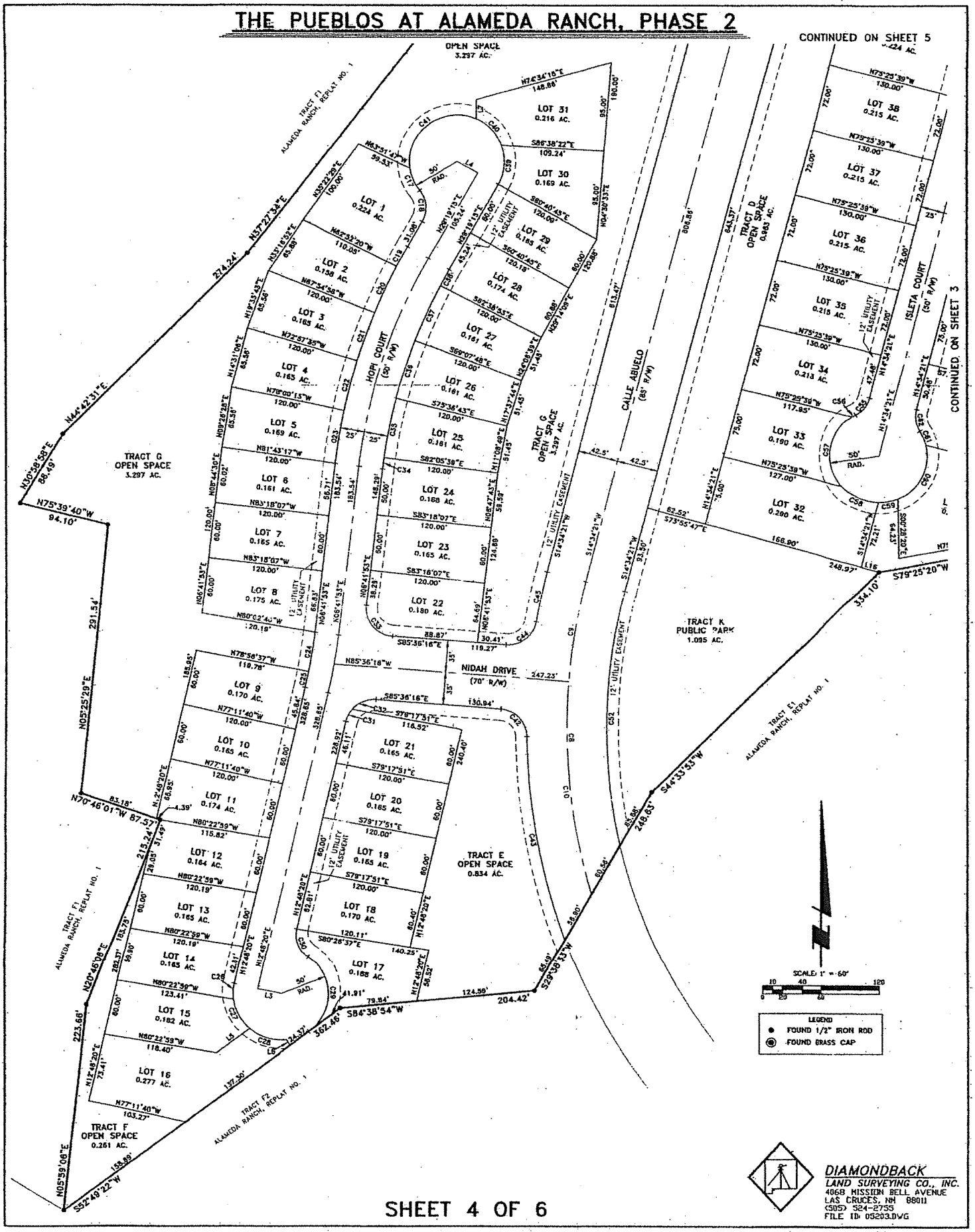


SHEET 3 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05203.DWG

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

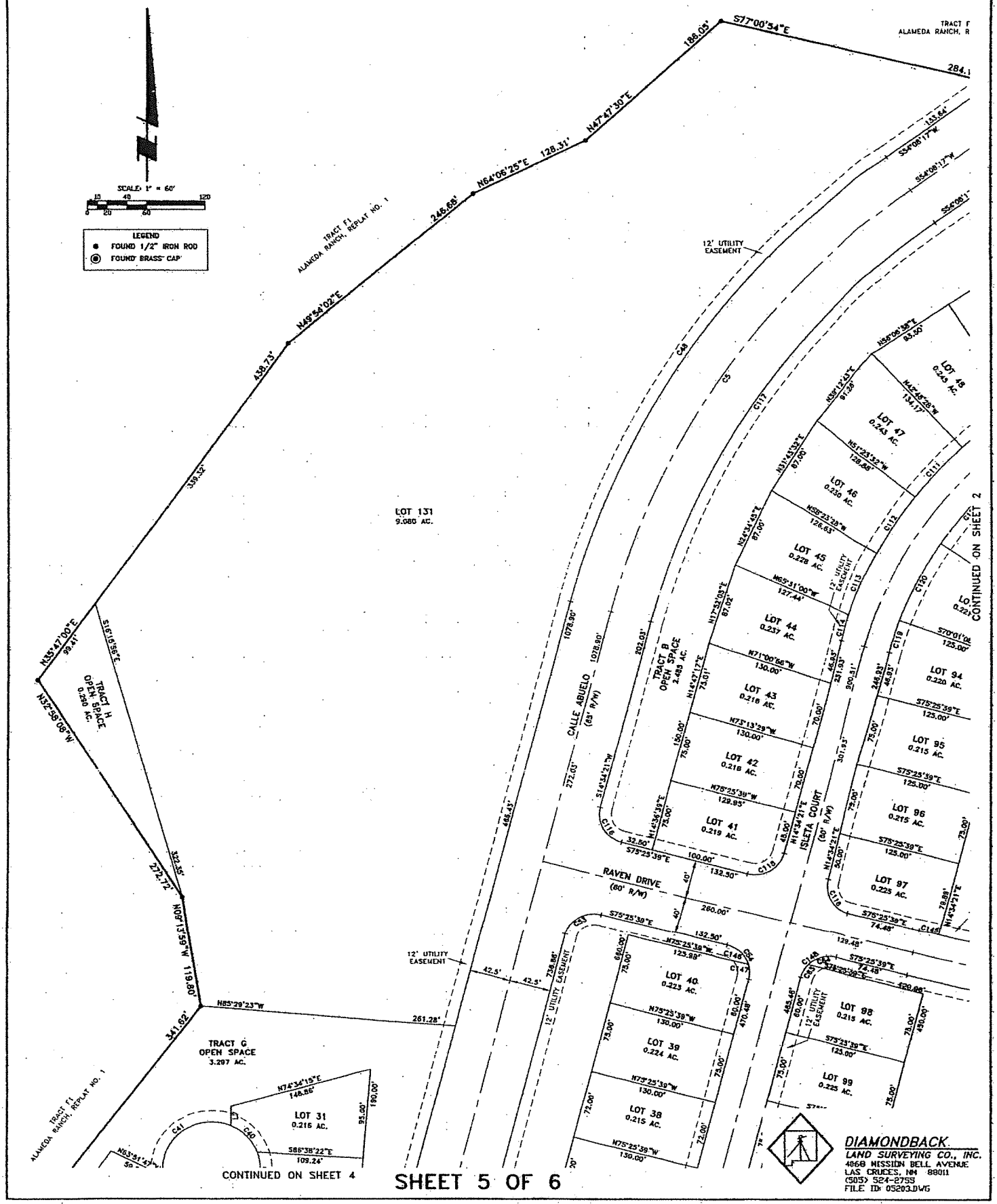


SHEET 4 OF 6

DIAMONDBACK
LAND SURVEYING CO., INC.
406B MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05203.DWG

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2



DIAMONDBACK
LAND SURVEYING CO., INC.
4868 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05203.DWG

SHEET 5 OF 6

74e

e-Recorded 08/16/10 DAC

THE PUEBLOS AT ALAMEDA RANCH, PHASE 2

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	630.00'	771.56'	S54°54'54"E	724.23'	70°10'11"
C2	630.00'	198.23'	S28°50'39"E	197.41'	18°01'41"
C3	630.00'	520.64'	S61°32'00"E	505.95'	47°21'00"
C4	630.00'	52.69'	S87°46'15"E	52.67'	4°47'30"
C5	800.00'	552.44'	S34°21'19"W	541.53'	39°33'36"
C6	520.00'	341.23'	S01°11'41"E	338.94'	37°35'04"
C9	620.00'	110.13'	S09°29'03"W	109.98'	10°10'37"
C10	620.00'	231.11'	S06°16'59"E	229.77'	21°21'26"
C11	2000.00'	508.68'	S82°42'49"E	507.31'	14°34'21"
C12	2000.00'	311.72'	S79°53'35"E	311.41'	8°55'45"
C13	2000.00'	198.95'	S87°10'44"E	198.87'	5°36'32"
C14	400.00'	526.58'	S52°17'11"W	489.37'	75°25.28"
C15	200.00'	73.65'	N79°28'59"W	73.24'	21°06'01"
C16	200.00'	73.65'	S79°26'59"E	73.24'	21°06'01"
C17	50.00'	26.37'	S23°32'55"E	26.06'	30°12'45"
C18	30.00'	35.59'	N04°40'01"W	33.54'	67°58'32"
C19	625.00'	23.92'	S28°13'27"W	23.92'	2°11'35"
C20	625.00'	55.02'	S24°38'21"W	55.00'	5°02'37"
C21	625.00'	55.02'	S19°33'43"W	55.00'	5°02'37"
C22	625.00'	55.02'	S14°31'08"W	55.00'	5°02'37"
C23	625.00'	57.80'	S09°20'30"W	57.78'	5°17'54"
C24	575.00'	43.41'	N08°51'38"E	43.39'	4°19'30"
C25	575.00'	17.89'	N11°54'32"E	17.89'	1°46'56"
C26	50.00'	17.27'	S02°34'43"W	17.18'	19°47'13"
C27	50.00'	36.40'	S37°50'09"E	35.60'	41°42'31"
C28	50.00'	41.15'	S72°16'06"E	40.00'	47°09'23"
C29	30.00'	85.88'	N00°14'16"W	81.85'	109°31'54"
C30	30.00'	35.58'	S21°10'57"E	33.54'	67°56'37"
C31	30.00'	14.38'	S26°43'48"W	14.44'	27°56'57"
C32	30.00'	28.14'	S67°31'30"W	27.12'	53°44'27"
C33	30.00'	48.33'	S39°22'12"E	43.27'	92°18'09"
C34	575.00'	12.12'	S07°16'07"W	12.12'	1°12'28"
C35	575.00'	65.05'	S11°08'49"W	65.02'	6°28'55"
C36	575.00'	65.05'	S17°37'44"W	65.02'	6°28'55"
C37	575.00'	65.02'	S24°08'39"W	65.02'	6°28'38"
C38	573.00'	19.78'	S26°20'11"W	19.78'	1°58'08"
C39	50.00'	45.80'	N04°13'25"E	42.42'	52°28'40"
C40	30.00'	40.05'	N45°48'29"E	36.97'	45°52'07"
C41	50.00'	106.20'	S52°24'28"W	87.33'	121°42'00"
C42	30.00'	44.30'	N45°17'51"W	40.39'	84°36'51"
C43	662.50'	223.78'	S10°40'02"E	222.72'	19°21'13"
C44	30.00'	44.10'	N52°05'18"E	40.39'	84°13'51"
C45	662.50'	96.42'	S12°10'32"W	96.33'	8°20'26"
C46	862.50'	581.79'	S34°21'19"W	570.30'	38°38'36"
C52	577.50'	276.20'	S00°52'17"E	273.57'	27°24'00"
C53	30.00'	47.12'	S09°34'21"W	42.43'	90°00'00"
C54	30.00'	47.12'	N80°25'39"W	42.43'	90°00'00"
C55	30.00'	24.09'	N37°51'23"E	23.72'	46°34'05"
C56	30.00'	3.85'	S58°56'50"W	3.85'	7°21'09"
C57	30.00'	65.63'	S07°41'26"W	79.54'	125°07'41"
C58	50.00'	41.67'	S65°15'03"E	40.48'	47°45'17"
C59	50.00'	20.46'	N79°08'23"E	20.32'	23°27'50"
C60	50.00'	70.54'	N50°50'23"E	64.82'	80°50'30"
C61	50.00'	16.88'	N22°46'56"E	16.80'	19°20'17"
C62	30.00'	24.38'	S08°42'40"E	23.72'	46°34'05"
C63	30.00'	15.71'	S29°34'21"W	15.54'	30°00'00"
C64	30.00'	51.42'	S74°34'21"W	30.00'	97°00'00"
C65	2025.00'	261.42'	S79°07'33"E	261.24'	7°23'48"
C66	2040.00'	121.43'	S81°00'45"E	121.41'	3°24'36"
C67	30.00'	46.32'	N38°35'27"W	41.65'	88°27'30"
C68	375.00'	20.77'	N47°15'43"E	20.76'	3°10'25"
C69	375.00'	60.81'	N52°07'37"E	60.74'	9°17'25"
C70	30.00'	11.30'	N28°53'47"E	11.23'	21°34'55"
C71	30.00'	13.08'	N52°16'43"E	12.98'	24°59'09"
C72	50.00'	70.26'	S24°24'08"W	64.64'	80°32'20"
C73	50.00'	42.36'	S49°29'47"E	41.07'	48°33.26"
C74	50.00'	36.14'	S66°59'38"E	37.29'	41°44'18"
C75	50.00'	57.54'	N38°16'07"E	54.42'	65°56'20"
C76	50.00'	29.30'	N11°57'56"W	28.85'	33°33'41"
C77	30.00'	24.58'	S05°10'42"E	23.72'	46°34'05"
C78	425.00'	14.59'	N17°07'40"E	14.59'	1°57'18"
C79	425.00'	73.84'	N11°14'07"E	73.75'	9°57'09"
C80	30.00'	44.32'	S49°32'32"W	40.45'	84°37'39"
C81	2025.00'	145.21'	S87°56'44"E	145.18'	4°06'31"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C82	2040.00'	121.39'	S86°52'08"E	121.37'	3°24'34"
C83	30.00'	47.12'	N45°00'00"W	42.43'	90°00'00"
C84	375.00'	95.38'	N07°17'11"E	95.12'	14°34'21"
C85	425.00'	5.01'	N05°56'47"E	5.01'	0°40'36"
C86	30.00'	24.38'	N37°51'23"E	23.72'	46°34'05"
C87	50.00'	62.13'	S25°32'27"W	58.21'	71°11'23"
C88	30.00'	47.11'	S37°03'03"E	45.58'	53°58'08"
C89	30.00'	30.48'	S81°30'22"E	30.01'	34°85'38"
C90	50.00'	98.63'	N24°31'02"E	83.40'	113°01'28"
C91	30.00'	24.38'	S08°42'40"E	23.72'	46°34'05"
C92	425.00'	43.59'	N11°38'03"E	43.57'	5°52'37"
C93	425.00'	64.50'	N04°20'52"E	64.44'	8°41'44"
C94	25.00'	11.37'	S13°01'44"W	11.27'	26°03'26"
C95	25.00'	11.37'	N13°01'44"E	11.27'	26°03'26"
C96	25.00'	39.27'	S45°00'00"W	35.36'	90°00'00"
C97	390.00'	325.93'	S54°31'29"E	321.81'	31°26'07"
C98	576.00'	65.03'	S81°31'24"E	65.00'	6°28'08"
C99	576.00'	52.70'	S87°22'44"E	52.68'	5°14'32"
C100	25.00'	36.07'	N84°31'57"W	33.02'	82°39'31"
C101	675.00'	427.59'	S81°45'48"E	420.47'	36°17'41"
C102	25.00'	35.05'	N40°09'47"W	32.25'	80°19'34"
C103	25.00'	39.27'	N45°00'00"E	35.36'	90°00'00"
C104	178.00'	64.45'	S78°28'38"E	64.08'	21°08'03"
C105	225.00'	82.86'	N78°28'39"W	82.39'	11°39'01"
C106	425.00'	31.71'	S37°51'46"W	31.70'	4°16'28"
C107	425.00'	71.39'	S80°54'47"W	71.31'	9°37'30"
C108	425.00'	71.39'	S71°17'17"W	71.31'	9°37'30"
C109	425.00'	71.39'	S61°39'47"W	71.31'	9°37'30"
C110	425.00'	71.39'	S52°02'17"W	71.31'	9°37'30"
C111	425.00'	71.39'	S42°24'47"W	71.31'	9°37'30"
C112	425.00'	71.39'	S32°47'18"W	71.31'	9°37'30"
C113	425.00'	71.39'	S23°09'48"W	71.31'	9°37'30"
C114	425.00'	28.02'	S18°27'42"W	28.02'	3°46'41"
C115	30.00'	47.12'	N59°34'21"E	42.43'	90°00'00"
C116	30.00'	47.12'	S30°25'39"E	42.43'	90°00'00"
C117	757.50'	523.09'	S34°21'19"W	512.78'	39°33'36"
C118	30.00'	47.12'	S59°25'39"E	42.43'	90°00'00"
C119	375.00'	35.40'	S17°16'37"W	35.39'	5°24'51"
C120	375.00'	91.85'	S26°19'48"W	91.60'	14°01'82"
C121	375.00'	91.85'	S41°01'40"W	91.60'	14°01'32"
C122	375.00'	91.85'	S55°03'33"W	91.60'	14°01'12"
C123	375.00'	91.85'	S69°05'25"W	91.60'	14°01'52"
C124	325.00'	90.84'	S83°03'10"W	90.71'	15°33'39"
C125	175.00'	18.52'	N86°58'07"W	18.51'	6°03'46"
C126	175.00'	45.83'	N76°25'06"W	45.80'	15°02'18"
C127	225.00'	8.85'	S70°02'19"E	8.85'	2°15'41"
C128	225.00'	15.67'	S75°10'24"E	15.67'	3°59'29"
C129	225.00'	58.24'	S82°35'04"E	58.06'	14°49'32"
C130	25.00'	39.27'	N45°00'00"W	35.36'	90°00'00"
C131	50.00'	47.12'	N45°00'00"E	42.43'	90°00'00"
C132	1975.00'	251.97'	S78°04'56"E	251.80'	7°18'35"
C133	1975.00'	44.35'	S59°21'74"E	44.35'	1°17'12"
C134	1975.00'	94.28'	S87°20'45"E	94.28'	2°44'07"
C135	30.00'	47.87'	S40°10'04"E	43.02'	91°37'13"
C136	50.00'	24.38'	S28°55'34"W	23.72'	46°34'05"
C137	50.00'	42.55'	N27°48'49"E	41.28'	48°45'31"
C138	50.00'	64.65'	N53°34'44"W	60.22'	74°05'58"
C139	50.00'	62.12'	S73°47'34"W	58.30'	71°13'06"
C140	50.00'	69.05'	S01°21'35"E	63.70'	79°07'52"
C141	30.00'	24.38'	N17°38'28"W	23.72'	46°34'05"
C142	30.00'	47.87'	N51°27'09"E	43.02'	91°37'13"
C143	1975.00'	94.29'	S81°22'11"E	94.28'	2°44'07"
C144	1975.00'	137.17'	S78°00'44"E	137.14'	3°58'46"
C145	1975.00'	20.52'	S75°43'30"E	20.52'	0°35'43"
C146	30.00'	31.42'	N45°25'38"W	30.00'	90°00'00"
C147	30.00'	15.71'	N00°25'38"W	15.53'	30°00'00"
C148	30.00'	47.12'	S59°34'21"W	42.43'	90°00'00"
C149	30.00'	31.25'	N55°00'20"W	29.84'	59°38'14"
C150	30.00'	15.09'	N08°46'20"W	14.94'	28°49'45"
C151	30.00'	15.09'	S20°03'25"W	14.94'	28°49'45"
C152	30.00'	31.25'	S64°17'24"W	29.84'	59°38'14"
C153	30.00'	31.42'	N60°00'00"W	30.00'	60°00'00"
C154	30.00'	15.71'	N15°00'00"W	15.53'	30°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°49'59"E	30.90'
L2	S88°55'39"E	32.69'
L3	N77°51'30"W	35.00'
L4	N89°49'49"W	28.09'
L5	S52°49'21"W	43.42'
L6	S37°10'39"E	7.97'
L7	N00°00'00"E	30.88'
L8	S88°55'39"E	32.69'
L9	N00°00'00"E	27.41'
L10	N26°03'28"E	22.58'
L11	N24°28'35"E	35.58'
L12	S36°54'42"W	90.82'
L13	S00°00'00"E	42.41'
L14	S88°55'39"E	32.69'
L16	N79°55'47"W	19.55'
L17	S37°49'48"W	86.61'
L18	N48°42'53"E	43.89'
L19	N64°07'58"E	44.67'
L20	S12°08'52"E	37.48'
L21	S90°00'00"E	19.70'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D, E, F, G AND I ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED.
6. OPEN SPACE TRACT H SHALL BE DEDICATED ADMINISTRATIVELY BY STAFF WHEN REQUESTED IN CONJUNCTION WITH THE REPLATTING OF LOT 131.
7. TRACT K IS DEDICATED TO THE CITY OF LAS CRUCES FOR A PARK
8. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
9. LOT 131 SHALL BE DEVELOPED AS UP TO 80 ATTACHED AND/OR DETACHED SINGLE FAMILY AND/OR MULTI-FAMILY UNITS IN ACCORDANCE WITH THE APPROVED P.U.D. DOCUMENTS AND SHALL BE REPLATTED ADMINISTRATIVELY BY STAFF AS UP TO 80 INDIVIDUAL LOTS WHEN REQUESTED.
10. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #350153C0517E.
11. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
12. DUE TO AREA TOPOGRAPHY, EACH INDIVIDUAL PROPERTY OWNER OF LOTS 4 THROUGH 25 IS ADVISED TO INSTALL A PRESSURE-REDUCING VALVE DOWNSTREAM OF THE WATER METER AT THE PRIVATE PROPERTY. OPERATION AND MAINTENANCE OF THE PRESSURE-REDUCING VALVE ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.



DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID 05203.DWG

SHEET 6 OF 6

747

e-Recorded 08/16/10 DAC

FINAL PLAT FOR
THE PUEBLOS AT ALAMEDA RANCH, PHASE 2 REPLAT NO. 1

A PLANNED UNIT DEVELOPMENT AND A REPLAT OF LOT 131 AND TRACTS G AND H, THE PUEBLOS AT ALAMEDA RANCH, PHASE 2, PLAT RECORDED AUGUST 10, 2006 IN PLAT RECORD 21, PAGES 742-747 OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=100' JUNE 18, 2007

DEDICATION

A TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, PHASE 2 REPLAT NO. 1 AND CONTAINS 9.418 ACRE OF LAND, MORE OR LESS.

ALL RIGHTS-OF-WAY AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE DEDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON, IN WITNESS WHEREOF SAID

OWNERS HAS SET ITS HAND AND SEAL THIS 19TH DAY OF June 2007.

JOHN T. MOSCATO, PRESIDENT
STRONT VIEW LAND COMPANY
4351 MAUSE AVE
LAS CRUCES, NM. 88011

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

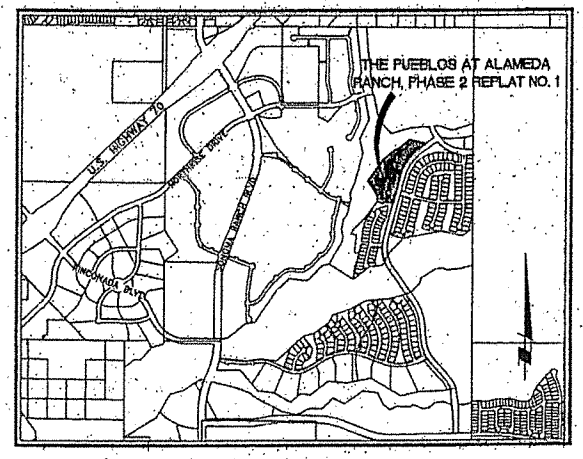
29TH DAY OF June 20 07 BY

John T. Moscato

BY JOHN T. MOSCATO

NOTARY PUBLIC

OFFICIAL SEAL
KERRY W GREINER
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 8-7-07



VICINITY MAP
NOT TO SCALE

DONA ANA COUNTY CLERK

PLAT NO: 41607 RECEPTION NO. 24152

STATE OF NEW MEXICO)
COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD

ON THIS 10th DAY OF July 2007 AT 11:11 AM O'CLOCK

A.M. AND DULY RECORDED IN PLAT RECORD 22

PAGE(S) 214 & 215 IN THE RECORDS OF THE DONA ANA COUNTY CLERK.

BY: Rita Torres DONA ANA COUNTY CLERK DATE: 7.10.07

BY: Cindy Chavez DONA ANA COUNTY DEPUTY CLERK DATE: 7.10.07

DEVELOPER:

JOHN T. MOSCATO, PRESIDENT
STRONT VIEW LAND COMPANY
4351 MAUSE AVE
LAS CRUCES, NM 88011
DEED BOOK 334, PAGE 897
FILED: FEBRUARY 5, 2004

SHEET INDEX

DEDICATION SHEET	1 OF 2
PLAT SHEET	2 OF 2

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Matt Morrison DATE: 6/19/07

CONCERT CABLE COMMUNICATIONS INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ABOVE MENTIONED CABLE TV COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE TV. COMPANY UTILITIES.

BY: [illegible] DATE: 6/1967

QWEST COMMUNICATIONS INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE COMPANY UTILITIES.

BY: [illegible] DATE: 6/19/07

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

David Wei — 6-20-07
DIRECTOR OF COMMUNITY DEVELOPMENT — DATE

[illegible] — 6/29/07
DIRECTOR OF UTILITIES — DATE

[illegible] — 62607
DIRECTOR OF PUBLIC WORKS — DATE

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONFORMS WITH THE SUBDIVISION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

BY: [illegible] CHAIRMAN DATE: 7/5/07

BY: [illegible] SECRETARY DATE: 7/5/07

SURVEYOR'S CERTIFICATION

I, KERRY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

[illegible] 6-19-07
KERRY W. GREINER, PS 9781 DATE

KERRY W. GREINER NEW MEXICO 9781 REGISTERED PROFESSIONAL LAND SURVEYOR

BRG BLACKHAM, ROMAN, GREINER AND ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
PROJECT #06-150

260

SHEET 1 OF 2

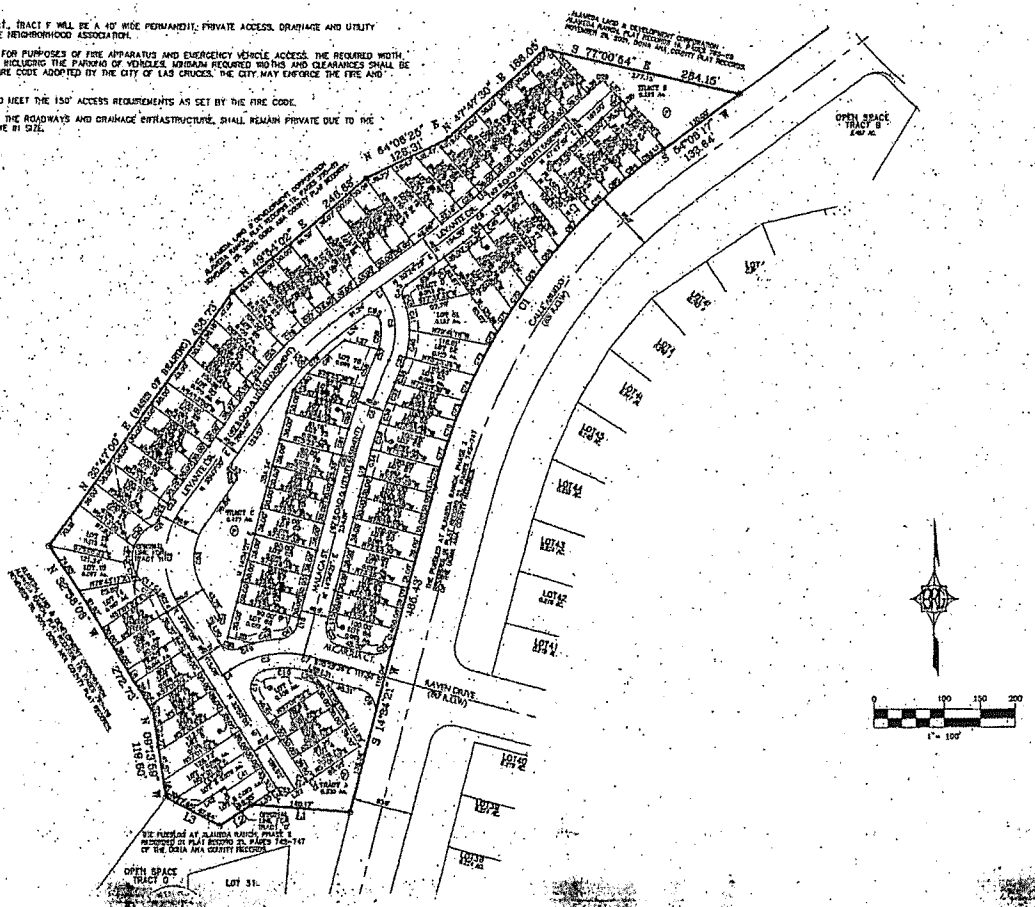
S:\Comm_Dev\06-150 pueblos at alameda ph2 replat\dwg\06-146 final plat the pueblos alameda layout replat PUEBLOS @ ALAMEDA.dwg
STAKE BY: 03.13.2007

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D AND E ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED BY THE NEIGHBORHOOD ASSOCIATION. TRACT C MAY BE USED FOR RECREATIONAL PURPOSES INCLUDING A POOL.
6. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
7. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0617E.
8. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
9. SETBACKS SHOULD MEET THE REQUIREMENTS OF PUD-03-04.
10. TRACT F CONSISTS OF LEVANTE DR., MALAGA ST., ALCARRA CT., AND PLASENCIA CT. TRACT F WILL BE A 40' WIDE PERMANENT, PRIVATE ACCESS, DRAINAGE AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
11. ALL 40' WIDE ROAD AND UTILITY EASEMENTS SHALL BE MAINTAINED UNOBSTRUCTED FOR PURPOSES OF FIRE APPARATUS AND EMERGENCY VEHICLE ACCESS. THE REQUIRED WIDTH OF A FIRE APPARATUS ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. MINIMUM REQUIRED WIDTHS AND CLEARANCES SHALL BE MAINTAINED AT ALL TIMES AS REQUIRED BY THE MOST CURRENT VERSION OF THE FIRE CODE ADOPTED BY THE CITY OF LAS CRUCES. THE CITY MAY ENFORCE THE FIRE AND TRAFFIC CODE ON THESE EASEMENTS.
12. GATES ARE REQUIRED ON ALL BACKYARD FENCES FOR FIRE DEPARTMENT ACCESS TO MEET THE 150' ACCESS REQUIREMENTS AS SET BY THE FIRE CODE.
13. THE PUEBLOS AT ALAMEDA RANCH, PHASE 2, REPLAT NO.1, SUBDIVISION, INCLUDING THE ROADWAYS AND DRAINAGE INFRASTRUCTURE, SHALL REMAIN PRIVATE DUE TO THE NON-STANDARD ROADWAY CROSS-SECTIONS AND PONDING AREAS LESS THAN 1 ACRE IN SIZE.

LEGEND

- = 1/2" IRON ROD SET WITH PLASTIC IDENTIFICATION CAP (9761) AT ALL LOT CORNERS
- = BOUNDARY LINES & CORNER (IRON RODS FOUND IN ALL BOUNDARY CORNERS)
- = DENOTES 10' WIDE UTILITY EASEMENT CREATED BY THIS PLAT
- = SYMBOL FOR ON-LOT PONDING SEE NOTE #5


N 64°06'25" E 497.40'(M&D)
N 64°06'25" E 497.40'(M&D)
N 25°47'00" E (BASIS OF BEARING)
N 25°47'00" E 138.70'
N 47°47'00" E 198.05'
S 77°00'54" E
284.15'
S 64°06'25" W
199.64'
N 64°06'25" E
125.01'
N 47°47'00" E
246.65'
N 25°47'00" E
N 25°47'00" E
N 25°47'00" E

FINAL PLAT FOR
THE PUEBLOS AT ALAMEDA RANCH, PHASE 3
A PLANNED UNIT DEVELOPMENT AND A REPLAT OF PARCELS 4 AND 5, ALAMEDA RANCH PLAT RECORDED NOVEMBER 28, 2001 IN PLAT RECORD 19, PAGES 765-769 OF THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=100' DECEMBER 12, 2007

EXHIBIT A-3

DEDICATION

A TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, PHASE 3 AND CONTAINS 88.154 ACRE OF LAND, MORE OR LESS.

ALL INTERNAL ROADS ARE PRIVATE AND WILL BE PRIVATELY MAINTAINED WITH THE EXCEPTION OF SONOMA RANCH BLVD., CALLE ABUELO, AND THE SMALL SECTION OF PEGASUS ROAD FROM SONOMA RANCH BLVD. TO THE GATE ENTRY OF THE COMMUNITY. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON. IN WITNESS WHEREOF SAID

OWNERS HAS SET HIS HAND AND SEAL THIS 18TH DAY OF December 2007

John T. Moscato, President

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O.BOX 1050
FAIRACRES, NM. 88033

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF DONA ANA)

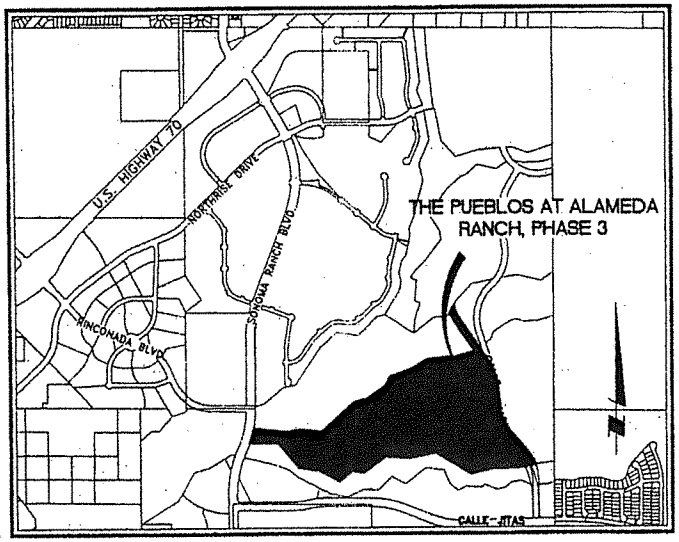
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

18th DAY OF Dec 2007 BY

BY JOHN T. MOSCATO

Kerry W. Greiner
NOTARY PUBLIC

8-7-11



VICINITY MAP
NOT TO SCALE

DONA ANA COUNTY CLERK

PLAT NO: 16888 RECEPTION NO: 026485

STATE OF NEW MEXICO)
COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD

ON THIS 25 DAY OF Jan 2008 AT 11:10 O'CLOCK

X M AND DULY RECORDED IN PLAT RECORD 22

PAGE(S) 10e-16 IN THE RECORDS OF THE DONA ANA COUNTY CLERK

BY: Ruth Torres DONA ANA COUNTY CLERK DATE: 1/25/08

BY: Cindy DONA ANA COUNTY DEPUTY CLERK DATE: 1/25/08

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

OWNERSHIP

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P O BOX 1050
FAIRACRES, NM. 88033
DEED BOOK 684 PAGE 887
FILED FEBRUARY 3, 2005

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UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Matt Morsesian DATE: 12/17/07

COMCAST CABLE COMMUNICATIONS INC.
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ABOVE MENTIONED CABLE TV COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE TV COMPANY UTILITIES.

BY: DATE: 12/11/07

QWEST COMMUNICATIONS, INC.
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE COMPANY UTILITIES.

BY: DATE: 12-18-07

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

David Weir — DIRECTOR OF COMMUNITY DEVELOPMENT — 12-21-07 DATE

DIRECTOR OF UTILITIES — 1/16/08 DATE

DIRECTOR OF PUBLIC WORKS — 1.04.08 DATE

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

BY: CHAIRMAN DATE: 1/24/08

BY: SECRETARY DATE: 1/24/08

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Kery W. Greiner 12-18-07
KERY W. GREINER, PS 9761 DATE

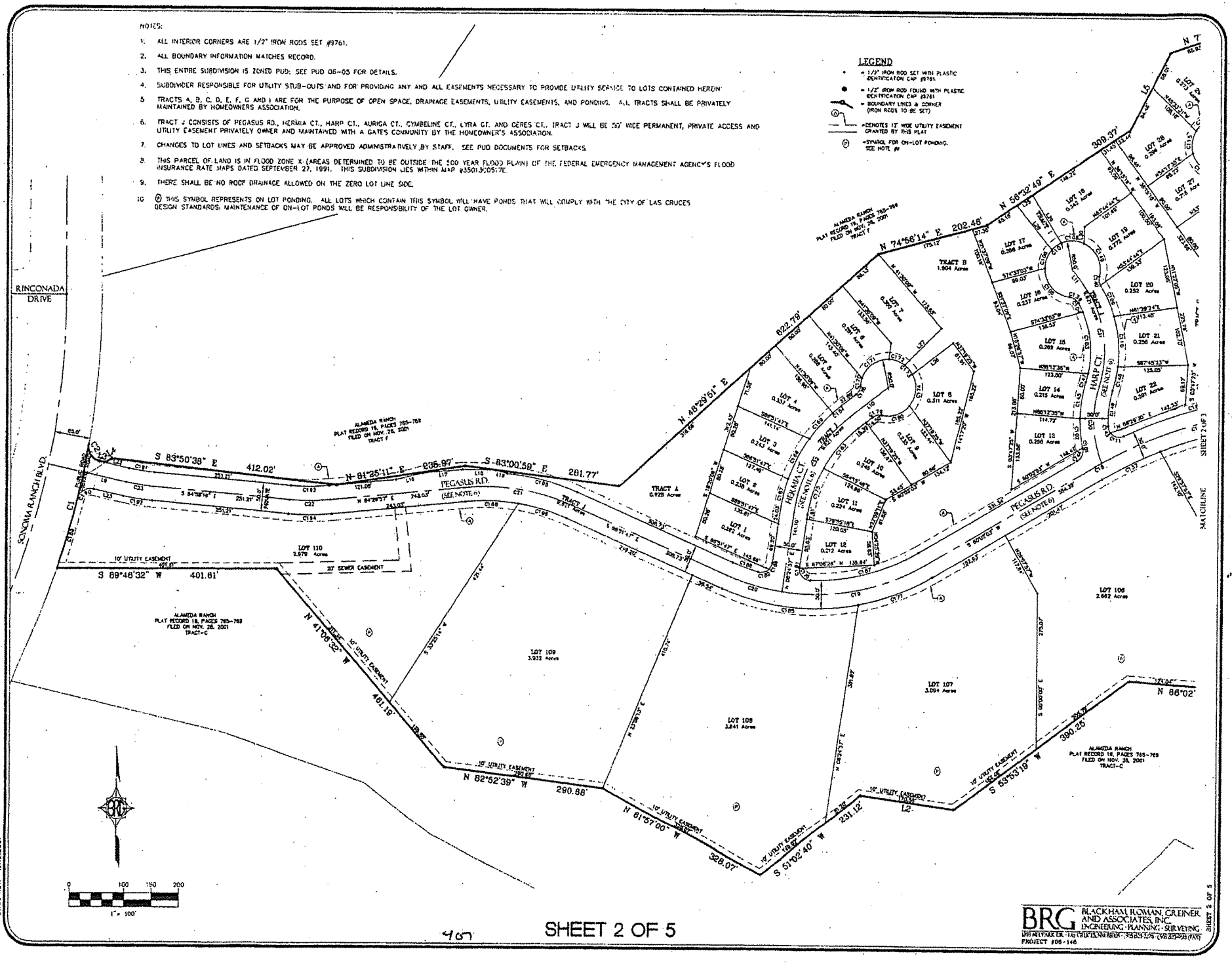
KERY W. GREINER NEW MEXICO 9761 REGISTERED PROFESSIONAL LAND SURVEYOR

BRG BLACKHAM, ROMAN, GREINER AND ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
1011 WEST AVE. LAS CRUCES, NEW MEXICO 88005 (505) 523-3278 (505) 523-9708 (FAX)
PROJECT #08-146

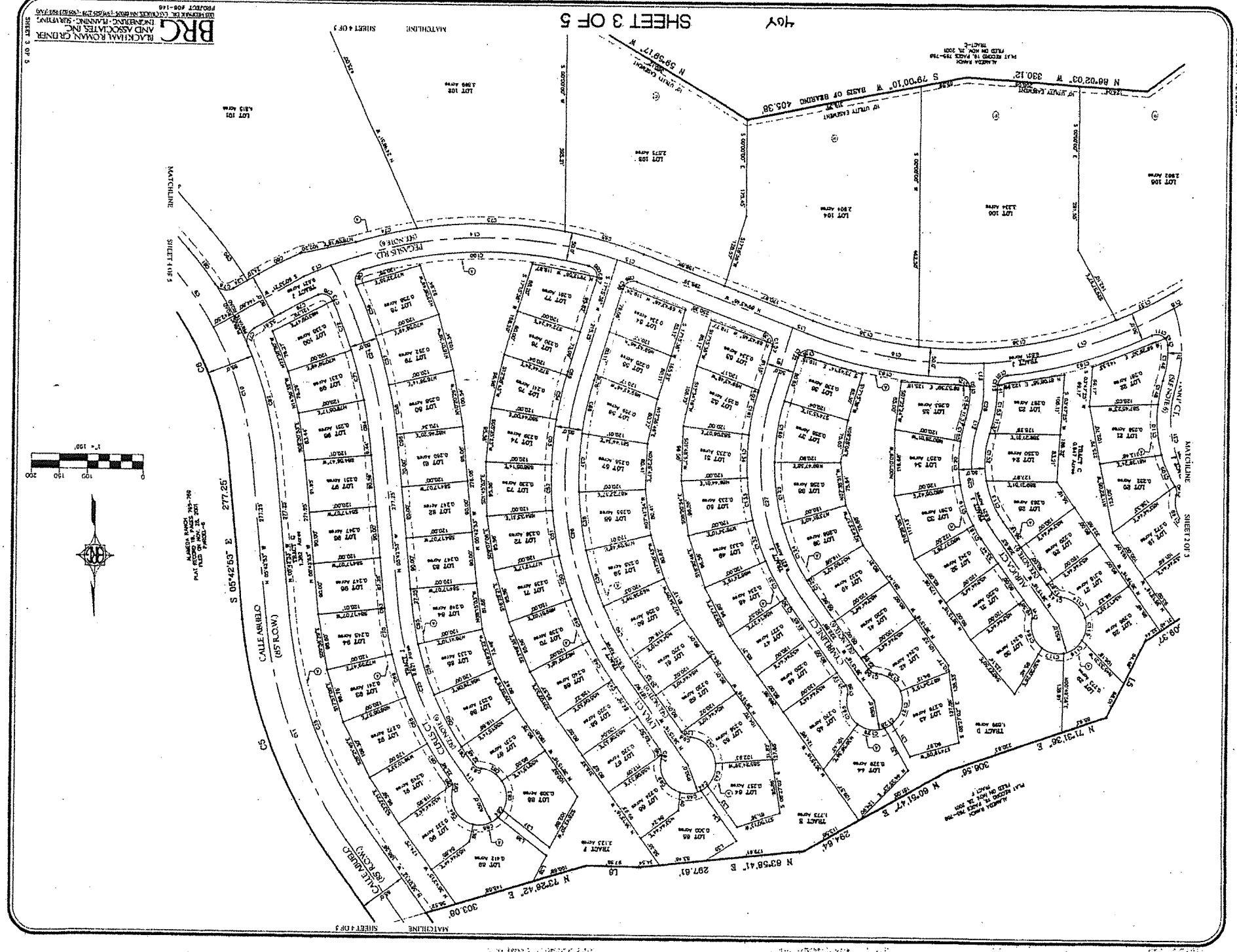
C:\Gary_DWG\08-146 LOS PUEBLOS 3\dwg\08-146 final plat ice pueblos alameda.dwg LAYOUT: PRELIMINARY PLAT STAKS REV 12.12.2007

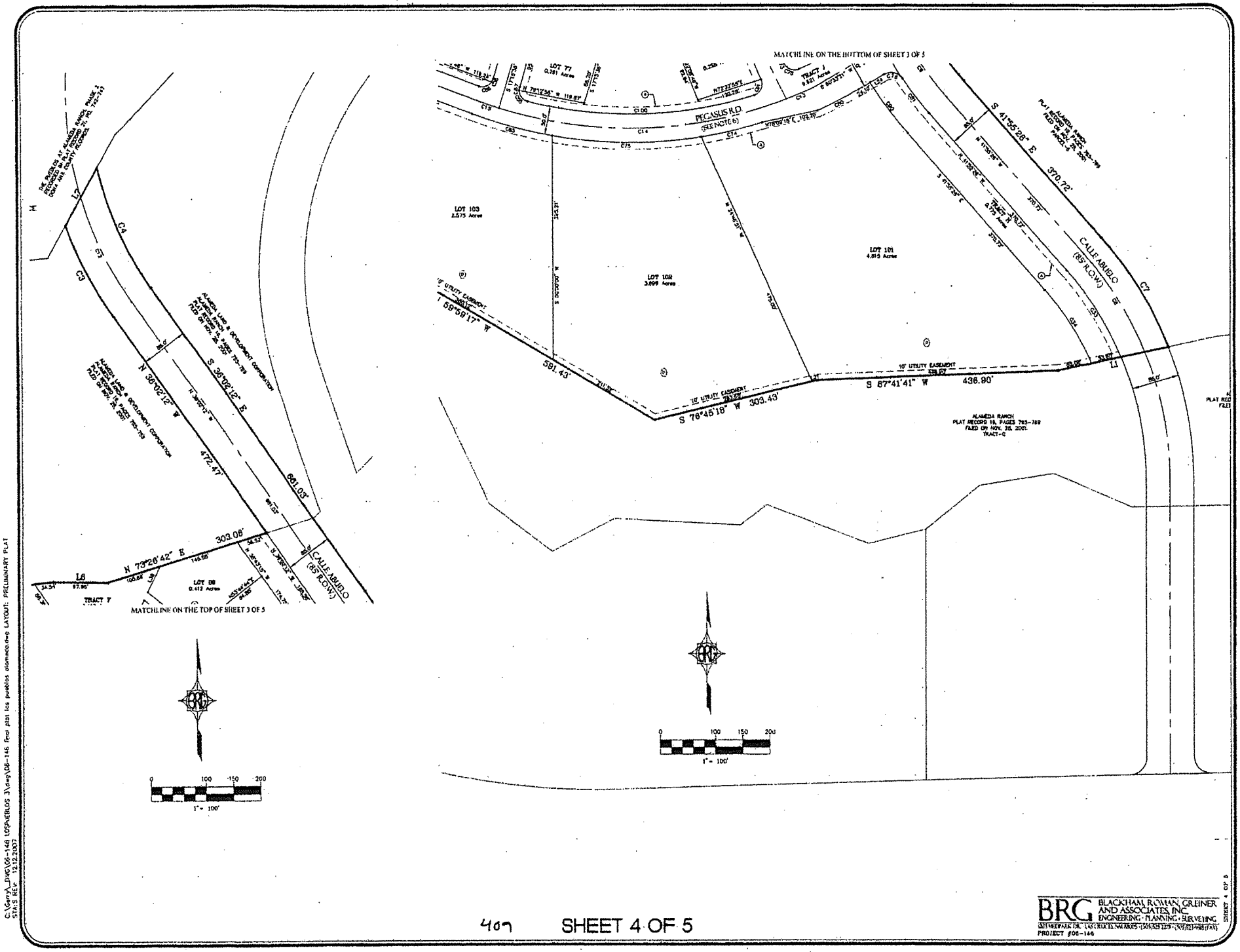
SHEET 1 OF 5

4ou


NOTES:
1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD: SEE PUD 06-05 FOR DETAILS.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D, E, F, G AND I ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED BY HOMEOWNERS ASSOCIATION.
6. TRACT J CONSISTS OF PEGASUS RD., HERMIA CT., HARP CT., AURIGA CT., CYMBELINE CT., LYRA CT. AND CERES CT.. TRACT J WILL BE 59' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENT PRIVATELY OWNER AND MAINTAINED WITH A GATES COMMUNITY BY THE HOMEOWNER'S ASSOCIATION.
7. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
8. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517E.
9. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
10. (P) THIS SYMBOL REPRESENTS ON LOT PONDING. ALL LOTS WHICH CONTAIN THIS SYMBOL WILL HAVE PONDS THAT WILL COMPLY WITH THE CITY OF LAS CRUCES DESIGN STANDARDS. MAINTENANCE OF ON-LOT PONDS WILL BE RESPONSIBILITY OF THE LOT OWNER.
LEGEND
= 1/2" IRON ROD SET WITH PLASTIC IDENTIFICATION CAP #9761
= 1/2" IRON ROD FOUND WITH PLASTIC IDENTIFICATION CAP #9761
= BOUNDARY LINES & CORNER (IRON RODS TO BE SET)
= DENOTES 12' WIDE UTILITY EASEMENT GRANTED BY THIS PLAT
= SYMBOL FOR ON-LOT PONDING. SEE NOTE #9
RINCONADA DRIVE
SONOMA RANCH BLVD.
PEGASUS RD. (SEE NOTE 6)
HERMIA CT. (SEE NOTE 6)
HARP CT. (SEE NOTE 6)
TRACT A 0.925 Acres
TRACT B 1.904 Acres
TRACT J 1.911 Acres
LOT 110 2.979 Acres
LOT 109 3.932 Acres
LOT 108 3.841 Acres
LOT 107 3.094 Acres
LOT 106 2.662 Acres
ALAMEDA RANCH PLAT RECORD 18, PAGES 765-769 FILED ON NOV. 28, 2001 TRACT-C
ALAMEDA RANCH PLAT RECORD 18, PAGES 765-769 FILED ON NOV. 28, 2001 TRACT F
S 83°50'38" E 412.02'
N 81°25'11" E 235.97'
S 83°00'59" E 281.77'
N 48°29'51" E 622.79'
N 74°56'14" E 202.46'
N 56°32'49" E 309.37'
S 89°48'32" W 401.61'
N 41°06'32" W 461.19'
N 82°52'38" W 290.88'
N 81°57'00" W 328.07'
S 51°02'40" W 231.12'
S 53°03'19" W 390.26'
N 86°02'
0 100 150 200
1" = 100'
SHEET 2 OF 5
BRG BLACKHAM, ROWAN, GREINER AND ASSOCIATES, INC. ENGINEERING · PLANNING · SURVEYING
PROJECT #06-146
C:\Cerry\...DWG\06-146 LOSPUEBLOS 3\dwg\06-146 final plat los pueblos alameda.dwg LAYOUT: PRELIMINARY PLAT
STA-5 REV: 12.12.2007
SHEET 2 OF 5

e-Recorded 08/16/10 DAC


SHEET 3 OF 5
BRG
BLACKSHAW, BROWN, GRUNER AND ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
MATCHLINE
SHEET 4 OF 5
SHEET 2 OF 5
PECANSIS RD.
CALLE ARUBIO (85' R.O.W.)
CALLE ABUELO (85' R.O.W.)
CHELSEA CT.
ALBERTA CT.
ALMEDA RANCH
PLAT RECORDED IN PAGES 785-788
RECD ON NOV. 28, 2001
TRACT 1
TRACT B
TRACT C
TRACT D
TRACT F
S 05°42'53" E 277.25'
N 73°28'42" E 303.08'
N 83°58'41" E 297.61'
N 60°51'47" E 294.64'
N 71°31'36" E 306.56'
S 79°00'10" W BASIS OF BEARING 405.38'
N 86°02'03" W 330.12'
N 58°39'17" W
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407 SHEET 4 OF 5

BRG BLACKHAM, ROWAN, GREINER AND ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
PROJECT #06-146

SHEET 4 OF 5

C:\Carry_DWG\06-146 LOS PUEBLOS 3\Carry\06-146 final plat los pueblos alameda.dwg LAYOUT: PRELIMINARY PLAT
STAKS REF 12.12.2007

e-Recorded 08/16/10 DAC

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1483.00'	225.17'	112.81'	224.95'	N16°06'27"E	8°42'03"
C2	25.00'	38.44'	24.19'	34.78'	S33°48'25"E	88°06'01"
C3	892.50'	181.49'	91.20'	181.09'	S28°11'25"E	11°39'04"
C4	577.00'	233.84'	118.56'	232.28'	S24°29'09"E	23°12'42"
C5	840.00'	444.56'	227.61'	439.37'	N70°57'33"W	30°19'59"
C6	660.00'	333.89'	169.68'	348.04'	S23°29'09"E	28°12'35"
C7	540.00'	228.52'	116.02'	226.90'	N21°06'17"W	24°14'39"
C8	392.50'	204.60'	103.31'	202.05'	N32°09'51"W	29°51'29"
C9	892.50'	134.23'	67.28'	133.99'	S33°32'28"E	12°52'54"
C10	1025.50'	246.52'	123.91'	244.85'	S17°29'13"E	13°46'39"
C11	787.50'	422.09'	216.09'	417.14'	N70°57'33"W	30°42'59"
C12	820.00'	208.42'	104.77'	207.67'	S28°29'09"E	14°34'03"
C13	800.00'	53.30'	26.66'	53.29'	N87°23'08"E	3°49'03"
C14	800.00'	325.63'	274.45'	508.04'	N39°17'38"E	37°30'36"
C15	800.00'	42.04'	21.02'	42.03'	S71°16'05"E	3°00'39"
C16	600.00'	325.93'	165.28'	333.84'	N81°26'43"E	31°07'39"
C17	800.00'	392.98'	184.50'	388.58'	S73°36'12"W	28°08'28"
C18	800.00'	13.84'	6.92'	13.84'	S86°09'30"W	0°59'11"
C19	400.00'	387.95'	199.22'	382.97'	N79°13'30"E	34°32'54"
C20	400.00'	102.77'	51.67'	102.49'	S71°13'23"E	14°43'18"
C21	400.00'	199.63'	102.10'	197.59'	N81°10'55"W	28°36'17"
C22	400.00'	73.51'	36.86'	73.41'	N88°45'30"E	10°31'47"
C23	400.00'	48.20'	24.88'	48.07'	S81°24'41"E	7°07'10"
C24	642.50'	338.27'	172.13'	337.37'	S17°51'41"E	23°09'35"
C25	557.50'	297.16'	152.20'	293.65'	N28°09'09"E	30°32'22"
C26	660.00'	560.40'	302.52'	544.22'	N09°39'30"E	53°30'31"
C27	400.00'	373.60'	201.66'	360.17'	S09°39'30"W	53°30'31"
C28	200.00'	80.25'	40.35'	80.07'	S08°37'18"W	23°15'38"
C29	200.00'	199.80'	100.84'	193.06'	S69°29'39"W	57°30'31"
C30	200.00'	136.12'	71.34'	133.59'	S02°53'57"E	39°34'00"
C31	200.00'	187.64'	101.37'	180.86'	N69°52'39"E	53°46'21"
C32	1200.00'	1200.00'	105.74'	193.09'	S39°32'46"E	46°15'38"
C33	550.00'	183.34'	93.00'	181.52'	N33°39'49"W	19°06'27"
C34	502.50'	164.81'	75.03'	164.09'	N33°06'52"W	18°47'56"
C35	739.00'	389.58'	204.66'	384.91'	N09°54'35"W	30°12'19"
C36	20.00'	8.10'	5.08'	8.05'	N26°01'11"E	17°29'18"
C37	575.00'	103.31'	51.79'	103.17'	N02°01'39"E	10°17'38"
C38	575.00'	103.31'	51.79'	103.17'	N07°16'17"W	10°17'38"
C39	575.00'	103.53'	51.90'	103.38'	N18°04'38"W	10°18'54"
C40	575.00'	193.83'	97.11'	192.79'	N28°24'38"W	19°18'32"
C41	575.00'	26.76'	13.38'	26.76'	N34°39'17"W	2°39'56"
C42	50.00'	21.26'	10.80'	21.09'	S46°33'06"E	24°21'38"
C43	50.00'	53.16'	29.05'	50.63'	S20°08'29"W	60°55'26"
C44	50.00'	15.09'	7.59'	15.02'	S33°29'58"W	17°17'14"
C45	50.00'	38.53'	20.18'	37.59'	S84°41'12"W	44°08'19"
C46	20.00'	11.00'	5.64'	10.86'	S30°03'27"E	31°30'26"
C47	625.00'	15.24'	7.62'	15.24'	N35°43'31"W	1°23'49"
C48	625.00'	60.32'	40.17'	60.17'	N31°19'30"W	7°21'39"
C49	625.00'	60.32'	40.17'	60.17'	N38°40'59"W	7°21'39"
C50	625.00'	60.32'	40.17'	60.17'	N46°02'28"W	7°21'39"
C51	625.00'	60.32'	40.17'	60.17'	N53°23'57"W	7°21'39"
C52	625.00'	60.32'	40.17'	60.17'	N60°45'26"W	7°21'39"
C53	625.00'	60.32'	40.17'	60.17'	N68°06'55"W	7°21'39"
C54	625.00'	60.32'	40.17'	60.17'	N75°28'24"W	7°21'39"
C55	625.00'	60.32'	40.17'	60.17'	N82°49'53"W	7°21'39"
C56	625.00'	60.32'	40.17'	60.17'	N89°11'22"W	7°21'39"
C57	625.00'	60.32'	40.17'	60.17'	S83°27'09"W	7°21'39"
C58	625.00'	60.32'	40.17'	60.17'	S76°05'40"W	7°21'39"
C59	625.00'	60.32'	40.17'	60.17'	S68°44'11"W	7°21'39"
C60	625.00'	60.32'	40.17'	60.17'	S61°22'42"W	7°21'39"
C61	625.00'	60.32'	40.17'	60.17'	S54°01'13"W	7°21'39"
C62	20.00'	26.82'	15.70'	24.79'	S39°01'46"E	76°51'24"
C63	867.50'	99.25'	49.68'	99.20'	S32°19'54"E	6°33'29"
C64	867.50'	89.94'	45.01'	89.90'	S38°36'39"E	5°56'29"
C65	867.50'	84.35'	44.21'	84.31'	S44°08'43"E	5°34'06"
C66	532.50'	94.96'	47.61'	94.84'	N48°22'22"W	10°13'04"
C67	532.50'	154.22'	52.28'	104.09'	N39°08'39"W	11°31'00"
C68	532.50'	14.02'	7.01'	14.02'	N33°30'01"W	1°30'30"
C69	50.00'	44.84'	24.12'	43.45'	S80°28'51"E	51°22'11"
C70	50.00'	55.20'	30.60'	53.44'	S03°06'39"E	63°15'32"
C71	50.00'	15.08'	7.69'	15.00'	S37°08'24"W	17°16'14"
C72	50.00'	49.22'	26.81'	47.25'	S73°37'59"W	56°23'50"
C73	20.00'	7.71'	3.91'	7.67'	S69°11'31"E	22°05'32"
C74	582.50'	56.21'	27.82'	55.18'	N33°32'21"W	5°32'48"
C75	582.50'	90.72'	45.46'	90.63'	N39°31'46"W	8°55'34"
C76	582.50'	85.59'	42.91'	85.52'	N47°57'09"W	8°24'46"
C77	582.50'	81.52'	40.82'	81.45'	N56°36'41"W	8°01'05"
C78	817.50'	91.16'	45.64'	91.12'	S13°06'10"E	6°23'25"
C79	817.50'	92.66'	46.39'	92.61'	S21°37'23"E	6°29'59"
C80	817.50'	0.69'	0.34'	0.69'	S24°50'04"E	0°02'31"
C81	625.00'	113.46'	56.81'	113.30'	N77°09'04"E	7°54'44"
C82	625.00'	270.69'	136.72'	268.77'	S89°28'58"E	18°48'11"
C83	20.00'	36.84'	22.66'	33.80'	N77°13'40"E	86°19'36"
C84	20.00'	36.84'	22.66'	33.80'	N10°05'52"E	86°19'36"
C85	20.00'	31.00'	18.26'	27.99'	S80°15'44"E	88°48'28"
C86	760.00'	76.64'	38.35'	76.61'	N65°28'41"E	5°46'41"
C87	840.00'	41.77'	20.89'	41.77'	N65°24'10"E	5°42'38"
C88	645.00'	77.21'	38.65'	77.17'	S38°26'43"E	6°51'44"
C89	645.00'	204.48'	103.03'	203.62'	S14°47'45"E	18°09'43"
C90	20.00'	12.46'	8.33'	16.90'	N81°15'06"W	49°59'41"
C91	50.00'	79.52'	51.39'	71.59'	N32°02'51"E	91°07'34"
C92	825.00'	149.18'	74.79'	148.97'	S74°54'34"E	10°21'27"
C93	20.00'	28.28'	15.49'	24.98'	N72°30'34"E	75°31'21"
C94	20.00'	3.99'	3.00'	3.97'	S08°46'46"E	11°09'36"
C95	575.00'	99.23'	49.73'	99.12'	S13°39'56"E	9°53'21"
C96	625.00'	8.91'	3.47'	8.91'	N16°29'35"E	0°49'00"
C97	997.50'	113.90'	56.97'	111.78'	S32°18'40"E	6°32'31"
C98	20.00'	34.39'	23.22'	30.31'	N33°54'06"E	98°31'28"
C99	20.00'	6.24'	4.97'	6.64'	S00°17'27"E	17°52'44"
C100	582.50'	3.25'	1.63'	3.25'	N05°31'19"E	0°19'13"
C101	817.50'	68.42'	44.29'	68.38'	S08°46'46"E	4°47'56"
C102	633.50'	70.67'	35.38'	70.67'	N09°39'39"W	7°38'57"
C103	997.50'	72.61'	11.91'	72.61'	N13°39'17"E	4°10'27"
C104	20.00'	6.43'	3.25'	6.43'	S04°25'54"W	18°25'03"
C105	20.00'	17.45'	9.33'	16.90'	N81°15'06"W	49°59'41"
C106	50.00'	78.52'	47.80'	68.13'	N29°08'52"W	87°27'36"
C107	775.00'	414.84'	213.68'	410.04'	N88°30'15"E	30°40'45"
C108	225.00'	0.97'	0.48'	0.97'	S12°28'28"E	0°14'49"
C109	225.00'	52.21'	26.25'	52.10'	S05°50'11"E	13°17'46"
C110	175.00'	110.39'	57.09'	108.48'	N05°35'15"E	36°08'44"
C111	175.00'	16.00'	8.01'	17.99'	N38°32'29"W	5°14'35"
C112	50.00'	75.04'	46.82'	68.19'	S42°08'26"E	85°59'52"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C113	50.00'	35.88'	18.59'	34.84'	S21°17'07"E	41°06'51"
C114	50.00'	21.46'	10.95'	21.29'	S53°37'36"E	24°35'51"
C115	50.00'	42.10'	23.30'	40.86'	N89°21'17"E	48°14'22"
C116	225.00'	60.89'	30.61'	60.69'	N23°08'09"E	15°30'23"
C117	225.00'	80.04'	40.62'	79.60'	N37°39'09"E	20°23'03"
C118	20.00'	28.13'	15.34'	24.33'	S77°37'08"E	24°07'34"
C119	20.00'	3.70'	1.90'	3.70'	N06°34'36"E	9°08'36"
C120	175.00'	78.46'	39.92'	78.78'	N23°14'46"E	25°39'58"
C121	50.00'	61.64'	35.52'	57.81'	S36°38'04"E	70°37'46"
C122	50.00'	40.83'	21.51'	39.52'	S07°28'37"E	46°47'33"
C123	50.00'	42.20'	23.45'	40.89'	S55°07'05"E	48°21'18"
C124	50.00'	41.68'	22.09'	40.42'	N73°36'42"E	47°46'06"
C125	225.00'	92.01'	13.82'	28.89'	N32°48'55"E	83°25'42"
C126	225.00'	75.49'	38.80'	78.19'	N13°38'29"W	19°28'16"
C127	225.00'	76.49'	38.80'	78.19'	N09°10'08"W	19°28'16"
C128	20.00'	29.12'	15.33'	24.31'	S52°55'25"E	74°31'24"
C129	20.00'	5.81'	2.97'	5.89'	N75°53'14"E	16°38'17"
C130	375.00'	109.29'	55.02'	108.89'	N07°47'28"W	16°41'48"
C131	375.00'	109.29'	55.02'	108.89'	N24°29'14"W	16°41'48"
C132	375.00'	22.30'	11.15'	22.27'	N34°32'43"W	3°24'07"
C133	50.00'	53.66'	29.13'	51.09'	S84°29'21"E	61°29'13"
C134	50.00'	64.24'	37.62'	59.91'	S24°22'44"E	73°36'56"
C135	50.00'	15.09'	7.59'	15.02'	S56°46'00"W	17°18'04"
C136	50.00'	31.10'	16.03'	30.60'	N82°16'38"W	35°37'09"
C137	425.00'	15.91'	5.97'	15.91'	N38°08'25"E	2°08'43"
C138	425.00'	75.39'	37.80'	75.29'	N28°40'37"W	10°09'31"
C139	425.00'	75.39'	37.80'	75.29'	N18°31'06"W	10°09'31"
C140	425.00'	75.39'	37.80'	75.29'	N08°21'35"W	10°09'31"
C141	425.00'	75.39'	37.80'	75.29'	N01°48'37"E	10°09'31"
C142	20.00'	29.26'	15.46'	24.44'	S21°56'05"E	75°31'21"
C143	775.00'	367.82'	187.47'	364.42'	S82°09'47"W	27°11'42"
C144	775.00'	114.81'	57.46'	114.69'	S64°16'38"E	8°29'50"
C145	775.00'	198.86'	99.90'	198.31'	N77°05'33"W	14°42'34"
C146	20.00'	18.40'	10.04'	18.65'	N87°17'53"W	55°35'11"
C147	20.00'	14.13'	8.37'	13.79'	S08°39'26"E	40°28'46"
C148	20.00'	17.45'	9.37'	16.90'	S11°52'25"E	49°59'41"
C149	20.00'	17.45'	9.37'	16.90'	N61°51'06"E	49°59'41"
C150	20.00'	12.86'	6.66'	12.64'	S21°46'34"E	36°51'13"
C151	20.00'	28.40'	14.74'	23.73'	N33°39'09"E	79°52'37"
C152	225.00'	65.04'	33.00'	65.21'	S05°09'25"W	16°33'47"
C153	175.00'	63.63'	32.17'	63.28'	S07°09'04"W	20°50'03"
C154	775.00'	15.27'	7.64'	15.27'	N15°01'05"E	1°07'51"
C155	225.00'	46.27'	21.45'	43.71'	N13°37'20"E	10°33'28"
C156	20.00'	28.85'	17.02'	26.34'	N23°27'16"W	82°38'36"
C157	39.00'	5.33'	2.67'	5.33'	S67°28'44"E	7°49'38"
C158	50.00'	28.13'	15.31'	24.31'	N46°35'53"E	74°31'24"
C159	175.00'	53.89'	27.19'	53.19'	N63°36'28"E	17°38'32"
C160	225.00'	97.78'	54.15'	97.52'	S08°37'48"W	17°19'38"
C161	175.00'	52.72'	26.56'	52.52'	S08°37'48"W	17°16'38"
C162	225.00'	30.51'	15.15'	30.19'	N13°24'47"E	7°47'07"
C163	20.00'	28.13'	15.31'	24.31'	N73°39'49"E	80°36'24"
C164	20.00'	3.00'	2.01'	4.00'	S12°31'35"E	13°28'00"
C165	20.00'	17.45'	9.37'	16.90'	N61°51'06"E	49°59'41"
C166	20.00'	17.45'	9.37'	16.90'	S71°19'25"E	49°59'41"
C167	375.00'	198.35'	98.09'	198.87'	N09°54'39"E	30°47'02"
C168	425.00'	78.88'	39.84'	78.78'	N13°04'44"E	10°37'42"
C169	825.00'	276.79'	139.66'	273.48'	S71°28'23"W	19°13'55"
C170	825.00'	272.17'	137.33'	270.84'	N89°24'19"W	18°54'06"
C171	20.00'	26.28'	15.96'	24.31'	N73°39'49"E	75°17'24"
C172	50.00'	56.63'	32.84'	53.81'	N15°37'39"W	64°53'00"
C173	20.00'	13.36'	6.84'	13.11'	N27°52'43"E	38°15'39"
C174	225.00'	47.58'	23.87'	47.49'	S14°12'27"E	12°07'11"
C175	225.00'	60.57'	40.85'	60.39'	S38°05'52"W	15°25'40"
C176	225.00'	61.91'	31.09'	61.72'	S47°24'26"W	15°46'48"
C177	20.00'	14.29'	7.19'	14.24'	S10°52'13"E	10°12'58"
C178	20.00'	6.34'	3.84'	6.31'	S01°17'31"E	18°10'00"
C179	50.00'	30.72'	15.96'	30.24'	N73°52'28"W	35°12'53"
C180	50.00'	21.48'	10.88'	21.32'	N40°06'07"W	24°36'58"
C181	50.00'	59.02'	33.49'	55.85'	N05°07'08"E	67°37'52"
C182	225.00'	27.84'	14.44'	27.32'	S19°07'26"W	7°05'39"
C183	20.00'	32.06'	20.66'	28.79'	S43°47'29"E	91°50'02"
C184	425.00'	143.04'	72.59'	141.38'	N89°36'31"E	19°16'54"
C185	20.00'	17.45'	9.37'	16.90'	N27°40'44"W	49°59'41"
C186	20.00'	17.46'	9.37'	16.90'	S77°40'44"W	49°59'41"
C187	50.00'	55.82'	31.06'	52.90'	N70°48'10"E	63°56'12"
C188	20.00'	1.87'	0.94'	1.87'	S04°56'58"W	5°21'56"
C189	20.00'	20.00'	11.32'	19.70'	N78°11'15"E	57°19'18"
C190	225.00'	93.70'	47.48'	93.05'	S41°51'57"E	23°51'56"
C191	225.00'	20.13'	10.07'	20.13'	S53°39'10"W	5°07'50"
C192	425.00'	231.86'	119.75'	228.98'	S83°50'25"E	31°15'15"
C193	225.00'	45.91'	24.38'	45.83'	S70°34'07"E	7°28'19"
C194	375.00'	203.54'	104.52'	201.00'	S83°53'37"E	31°05'32"
C195	375.00'	86.07'	46.26'	85.94'	N68°10'01"E	13°09'04"
C196	1483.00'	129.83'	64.95'	129.79'	N18°37'50"E	4°57'37"
C197	25.00'	38.47'	24.12'	34.79'	S08°08'58"W	88°10'33"
C198	375.00'	46.60'	23.32'	46.57'	S01°24'41"E	7°07'10"
C199	425.00'	53.81'	26.94'	53.78'	S01°24'41"E	7°07'10"
C200	375.00'	68.93'	34.56'	68.82'	N89°45'50"E	10°31'47"
C201	425.00'	78.11'	39.16'	78.00'	N89°45'50"E	10°31'47"
C202	425.00'	132.41'	66.73'	131.88'	N73°47'18"E	17°51'02"
C203	375.00'	91.63'	45.85'	91.41'	N73°50'53"W	13°59'51"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S77°57'17"E	202.05'
L2	N62°06'43"E	178.34'
L3	S72°51'06"E	11.41'
L4	N57°46'26"E	13.93'
L5	N27°27'27"E	132.47'
L6	S86°01'00"E	84.86'
L7	S29°16'33"W	117.48'
L8	S17°15'58"W	127.89'
L9	S72°51'06"E	80.17'
L10	N52°40'05"E	88.81'
L11	N36°15'18"W	34.46'
L12	S17°15'58"W	11.37'
L13	S00°00'00"W	48.30'
L14	N36°15'18"W	75.09'
L15	N09°43'56"W	29.38'
L16	N78°31'46"E	50.48'
L17	N84°08'07"E	71.97'
L18	N89°15'36"W	80.05'
L19	S73°51'09"E	21.19'
L20	N36°15'18"W	1.02'
L21	N78°43'38"E	9.74'
L22	S72°51'06"E	44.29'
L23	S17°51'09"E	58.02'
L24	S86°33'21"W	73.51'
L25	S06°27'46"W	34.06'
L26	N52°40'05"E	91.88'
L27	N49°21'11"E	93.79'
L28	N39°43'05"W	100.52'
L29	S33°22'05"W	99.99'
L30	N02°19'34"E	29.30'
L31	N39°12'16"W	65.15'
L32	N30°21'17"W	65.48'
L33	N36°30'05"W	80.41'
L34	N36°30'05"W	109.32'
L35	S57°30'45"E	88.28'
L36	N52°51'36"E	110.54'
L37	N06°34'36"E	196.52'
L38	N27°53'32"E	51.33'
L39	N12°09'34"E	31.22'
L40	S06°30'05"W	21.56'
L41	S00°00'00"W	4.73'

LEGEND

- = 1/2" IRON ROD SET WITH PLASTIC IDENTIFICATION CAP #9761
- = 1/2" IRON ROD FOUND WITH PLASTIC IDENTIFICATION CAP #9761
- = BOUNDARY LINES & CORNER (IRON RODS TO BE SET)
- = DENOTES 12' WIDE UTILITY EASEMENT GRANTED BY THIS PLAT
- = SYMBOL FOR ON-LOT PONDING. SEE NOTE #9

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD: SEE PUD 06-05 FOR DETAILS.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACTS A, B, C, D, E, F, G AND I ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED BY HOMEOWNERS ASSOCIATION.
6. TRACT J CONSISTS OF PEGASUS RD., HERMIA CT., HARP CT., AURIGA CT., CYMBELINE CT., LYRA CT. AND CERES CT.. TRACT J WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENT PRIVATELY OWNED AND MAINTAINED WITH A GATED COMMUNITY BY THE HOMEOWNER'S ASSOCIATION.
7. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF. SEE PUD DOCUMENTS FOR SETBACKS.
8. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 25, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517E.
9. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
10. Ⓟ THIS SYMBOL REPRESENTS ON LOT PONDING. ALL LOTS WHICH CONTAIN THIS SYMBOL WILL HAVE PONDS THAT WILL COMPLY WITH THE CITY OF LAS CRUCES DESIGN STANDARDS. MAINTENANCE OF ON-LOT PONDS WILL BE RESPONSIBILITY OF THE LOT OWNER.

410 SHEET 5 OF 5

BRG BLACKHAM R.ROMAN, GREINER AND ASSOCIATES, INC. ENGINEERING · PLANNING · SURVEYING
PROJECT #06-146

SHEET 5 OF 5

G:\Carry_DWGS\06-146 LOSPUEBLOS 3\dwg\06-146 final plat las pueblos surrounding LAYOUT, PRELIMINARY PLAT
STAS REV: 12.12.2007

e-Recorded 08/16/10 DAC

FINAL PLAT FOR
THE PUEBLOS AT ALAMEDA RANCH, PHASE 3, REPLAT No. 2

A REPLAT OF LOTS 105, 106, 107, 108 AND 109 , PUEBLOS AT ALAMEDA RANCH, PHASE 3, RECORDED JANUARY 28, 2008 IN PLAT RECORD 22, PAGES 406-410 OF THE DONA ANA COUNTY RECORDS

CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

SCALE: 1"=100' FEBRUARY 15, 2008

DEDICATION

A TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, PHASE 3, REPLAT No.2 AND CONTAINS 16.585 ACRE OF LAND, MORE OR LESS.

ALL INTERNAL ROADS ARE PRIVATE AND WILL BE PRIVATELY MAINTAINED. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON, THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THIS LAND SHOWN HEREON. IN WITNESS WHEREOF SAID

OWNERS HAS SET HIS HAND AND SEAL THIS 22nd DAY OF February 2008

John T. Moscato, President

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O.BOX 1030
FARMERS, NM. 88033

ACKNOWLEDGMENT

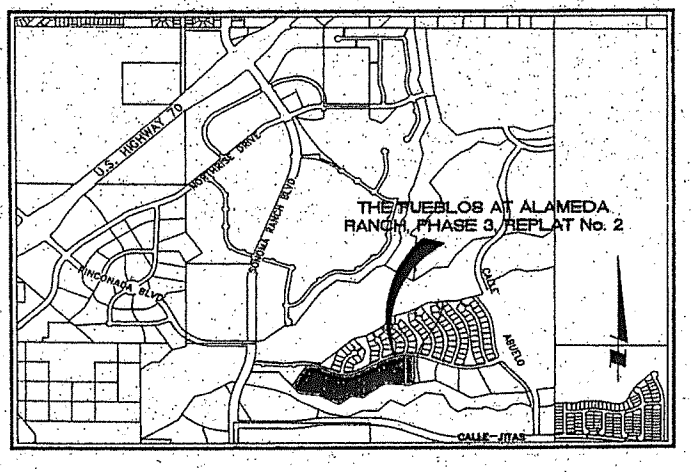
STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

22 DAY February 08 BY JOHN T. MOSCATO

Lina Lane
NOTARY PUBLIC

OFFICIAL SEAL
LINA M. GOMEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
MY COMMISSION EXPIRES 6-6-10



VICINITY MAP

NOT TO SCALE

DONA ANA COUNTY CLERK

PLAT NO: 47104 RECEPTION NO: 10302

STATE OF NEW MEXICO
COUNTY OF DONA ANA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 9th DAY OF April 2008 AT 11:04 O'CLOCK A M AND DULY RECORDED IN PLAT RECORD 22

PAGE(S) 458-59 IN THE RECORDS OF THE DONA ANA COUNTY CLERK.

BY: Rita Torres DONA ANA COUNTY CLERK DATE: 4/9/08

BY: Angelica Valenzuela DONA ANA COUNTY DEPUTY CLERK DATE: 4/9/08

STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

OWNERSHIP:

JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
4351 HANDS ARC
LAS CRUCES, NM. 88011
DEED BOOK 884, PAGE 897
FILED: FEBRUARY 3, 2005

SHEET INDEX

DEDICATION SHEET	1 OF 2
PLAT SHEET	2 OF 2

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Matt Mousasian DATE: 2/18/08

COMCAST CABLE COMMUNICATIONS INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE TV COMPANY UTILITIES.

BY: DATE: 2/21/08

QWEST COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, INC.; ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE COMPANY UTILITIES.

BY: DATE: 2/21/08

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES. ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

David Weir — DIRECTOR OF COMMUNITY DEVELOPMENT — 2-26-08 DATE

Jorge R. Gastelum — DIRECTOR OF UTILITIES — 3/11/08 DATE

David Maestas for M.O.S. — DIRECTOR OF PUBLIC WORKS — 3-20-8 DATE

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

Chris B Solt — CHAIRMAN — DATE: 2/26/08

Bella Tal — SECRETARY — DATE: 2/26/08

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Kery W. Greiner 2-21-08
KERY W. GREINER, PS 9761

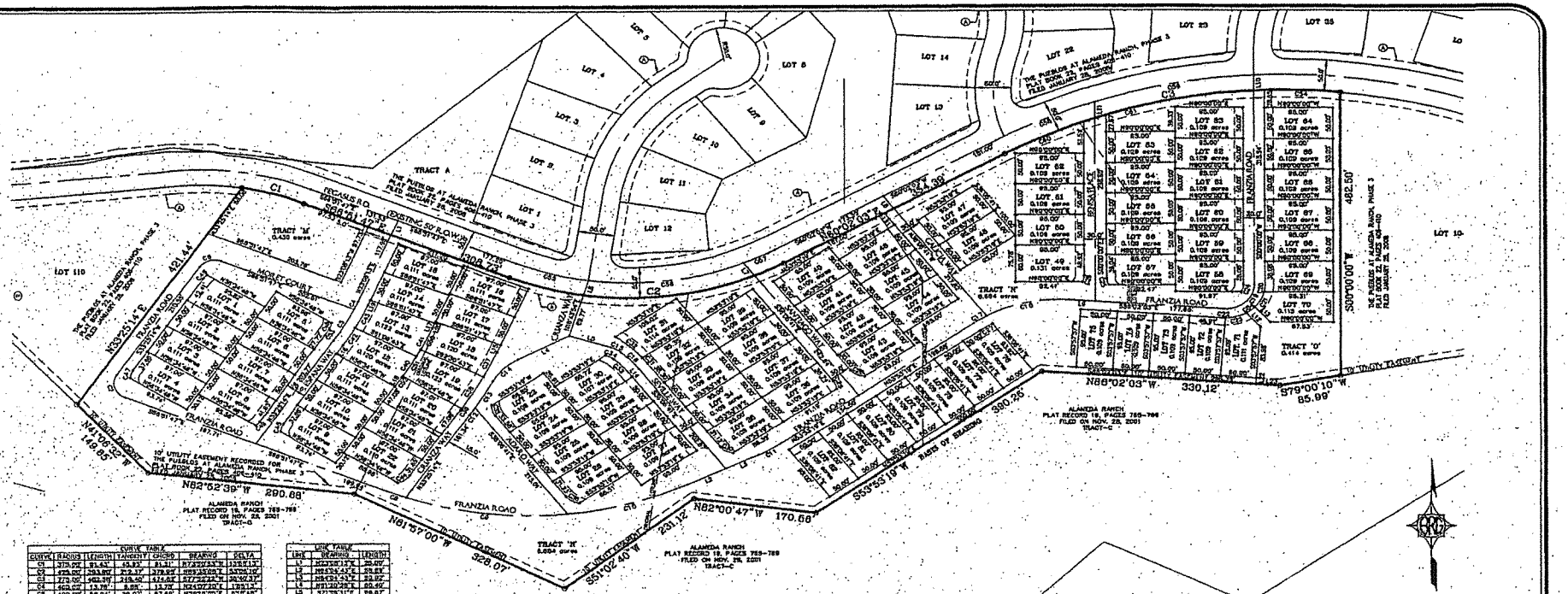
KERY W. GREINER — NEW MEXICO — 9761 — REGISTERED PROFESSIONAL LAND SURVEYOR

BRG BLACKHAM, ROMAN, GREINER AND ASSOCIATES, INC. ENGINEERING · PLANNING · SURVEYING
1011 NEW MEXICO BLVD. LAS CRUCES, NM 88001 · (505) 523-2278 · (505) 523-9589 (FAX)
PROJECT #07-128

SHEET 1 OF 2 458

C:\Gerry_LDM\07-128 pueblos3 replat no2\dwg\07-128 LOS PUEBLOS 3 REPLAT no2.dwg LAYOUT: REPLAT OF LOTS 105-109
STAKS REV: 02.15.2008

e-Recorded 08/16/10 DAC



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	375.00'	91.43'	45.93'	91.21'	N72°20'13"E	13°58'15"
C2	425.00'	253.89'	212.37'	379.93'	S89°35'09"E	34°13'10"
C3	775.00'	462.39'	239.48'	474.63'	S77°22'24"W	34°10'37"
C4	425.00'	13.78'	6.89'	13.78'	S24°07'20"E	1°51'31"
C5	425.00'	58.84'	29.47'	57.88'	S32°15'29"E	7°55'58"
C6	25.00'	34.75'	20.87'	32.04'	S73°31'41"W	79°38'00"
C7	25.00'	34.75'	20.87'	32.04'	S16°06'19"E	79°38'00"
C8	800.00'	27.87'	13.94'	27.87'	S88°47'38"E	2°00'08"
C9	700.00'	126.00'	113.28'	125.82'	S83°03'03"E	10°18'49"
C10	800.00'	173.45'	87.07'	173.09'	N74°00'58"E	12°25'47"
C11	200.00'	29.37'	17.83'	29.27'	N78°39'01"E	10°06'03"
C12	225.00'	14.09'	7.04'	14.09'	S82°46'27"E	3°35'25"
C13	225.00'	30.35'	20.21'	30.37'	S72°49'59"E	7°43'37"
C14	25.00'	38.70'	23.85'	35.16'	S45°31'12"W	88°41'27"
C15	25.00'	16.08'	8.32'	15.79'	S89°02'12"W	36°50'57"
C16	150.00'	28.58'	14.33'	28.41'	N61°28'32"W	11°00'43"
C17	225.00'	31.16'	15.62'	31.13'	S56°20'30"W	7°56'26"
C18	200.00'	116.74'	59.96'	115.09'	S78°37'22"W	33°26'59"
C19	60.00'	89.60'	57.87'	81.49'	N44°20'09"E	85°33'53"
C20	25.00'	12.02'	6.62'	11.90'	N03°13'34"E	27°32'43"
C21	25.00'	25.65'	14.78'	24.81'	N72°22'34"E	58°46'47"
C22	25.00'	3.21'	1.61'	3.21'	S61°47'40"E	7°21'41"
C23	25.00'	20.81'	11.21'	20.22'	S24°46'04"E	47°41'22"
C24	25.00'	13.44'	6.92'	13.30'	N11°47'40"E	30°48'04"
C25	25.00'	11.31'	5.81'	11.21'	S13°28'16"E	25°55'18"
C26	25.00'	11.48'	5.91'	11.38'	N13°08'03"E	26°18'05"
C27	125.00'	20.04'	10.04'	20.02'	S34°16'21"W	9°11'24"
C28	25.00'	13.11'	6.72'	12.96'	S38°40'40"E	30°03'16"
C29	25.00'	13.98'	7.19'	13.82'	N20°00'21"W	32°02'40"
C30	25.00'	21.40'	11.40'	20.76'	N52°03'38"W	49°03'01"
C31	125.00'	11.71'	5.86'	11.71'	S27°19'23"W	5°22'24"
C32	125.00'	51.07'	25.88'	50.72'	N42°01'18"W	23°24'54"
C33	125.00'	33.76'	16.99'	33.66'	N61°36'57"W	15°28'42"
C34	25.00'	13.24'	6.77'	13.09'	N82°53'39"W	30°20'41"
C35	25.00'	17.81'	9.30'	17.61'	S15°54'21"W	40°48'58"
C36	25.00'	21.27'	11.27'	20.63'	S50°03'38"E	48°44'58"
C37	500.00'	44.84'	22.43'	44.83'	N35°23'18"E	5°08'22"
C38	700.00'	126.00'	113.28'	125.82'	S83°03'03"E	10°18'49"
C39	525.00'	2.02'	1.48'	2.02'	N33°27'00"E	0°13'28"
C40	525.00'	40.26'	23.26'	40.16'	N31°08'14"E	4°23'37"
C41	525.00'	51.28'	25.71'	51.27'	N28°38'48"E	5°36'04"
C42	475.00'	42.83'	24.42'	39.83'	N31°09'18"E	5°46'21"
C43	475.00'	45.68'	23.93'	45.64'	N25°20'43"E	5°30'44"
C44	25.00'	20.82'	10.92'	20.23'	N57°01'49"E	47°43'09"
C45	25.00'	13.91'	6.82'	13.72'	S16°42'32"W	31°53'24"
C46	25.00'	11.31'	5.77'	11.26'	N15°54'21"E	25°55'18"
C47	25.00'	12.81'	6.80'	12.77'	S10°37'32"W	29°20'39"
C48	25.00'	3.72'	1.86'	3.72'	S42°03'43"W	8°31'30"
C49	25.00'	8.81'	4.47'	8.77'	N45°20'41"E	20°11'33"
C50	525.00'	25.88'	12.95'	25.87'	N53°18'48"E	2°49'19"
C51	525.00'	26.07'	13.04'	26.07'	N50°29'29"E	2°50'54"
C52	512.00'	2.02'	1.48'	2.02'	N33°28'39"E	0°13'34"
C53	375.00'	11.48'	5.74'	11.48'	N32°34'20"E	1°45'16"
C54	1775.00'	109.13'	54.60'	109.09'	N85°21'36"E	3°31'31"
C55	425.00'	103.31'	51.98'	103.07'	S74°55'16"E	13°55'56"
C56	425.00'	218.20'	112.43'	218.47'	S82°28'14"E	29°25'09"
C57	425.00'	68.31'	34.19'	68.24'	N67°28'40"E	9°12'51"
C58	800.00'	180.25'	75.67'	180.13'	S83°28'31"W	12°54'58"
C59	800.00'	173.45'	87.07'	173.09'	N74°00'58"E	12°25'47"
C60	725.00'	171.12'	85.89'	170.69'	S84°26'41"W	13°31'15"
C61	775.00'	377.44'	193.04'	373.77'	S72°58'15"W	27°54'43"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°01'13"E	29.09'
L2	N82°52'47"E	29.84'
L3	N36°53'34"E	22.92'
L4	N81°30'28"E	20.40'
L5	N7°38'11"E	28.87'
L6	N16°43'54"E	15.26'
L7	S38°55'41"E	23.62'
L8	N38°28'41"W	28.16'
L9	S19°05'10"E	28.43'
L10	S8°00'00"E	25.06'
L11	S00°00'00"E	23.01'
L12	N41°28'42"W	19.06'
L13	N41°28'42"W	33.07'
L14	S38°28'41"E	5.04'
L15	S42°08'13"W	13.80'
L16	S42°28'13"W	17.30'
L17	S82°52'47"W	8.66'
L18	N33°32'15"E	17.20'
L19	N26°06'12"E	8.46'
L20	S38°28'18"W	11.16'
L21	N38°28'41"W	23.32'
L22	N53°31'19"E	10.00'
L23	N82°52'47"W	33.77'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9781.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD: SEE PUD 06-05 FOR DETAILS.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. TRACT 'O' IS FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS AND PONDING. TRACT SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. TRACT 'N' IS FOR THE PURPOSE OF OPEN SPACE, ACCESS, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. TRACT SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. TRACT 'M' IS FOR THE PURPOSE OF A RECREATIONAL FACILITY; TRACT SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
8. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF PER PUD 06-05. SETBACKS ARE AS FOLLOWS:

FRONT	15'	SIDE	5'	TOWNHOUSE AND PATIOHOME ONE-STORY OR TWO-STORY HEIGHT 32'
REAR	10'	ARROYO	10'	MULTI-FAMILY HEIGHT 45'
GARAGE	20'			

9. THIS PARCEL OF LAND IS IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517E.
10. ALL INTERNAL ROADS ARE PRIVATE AND WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
11. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
12. NO ABOVE GROUND STRUCTURES SUCH AS WALLS, FENCES AND PONDING AREAS SHALL BE BUILT WITHIN 10 FT UTILITY EASEMENT THAT FOLLOWS THE SOUTH BOUNDARY LINE OF THIS TRACT.
13. ON-STREET PARKING WILL BE LIMITED TO ONE SIDE OF INTERNAL ROADS. SEE CONSTRUCTION DRAWINGS FOR APPROVED LOCATIONS.
14. LOTS 71-82 MUST BE CONSTRUCTED TO ALLOW RUNOFF TO DISCHARGE TO THE ALAMEDA ARROYO (SOUTH FORK TRIBUTARY 1) AND/OR PONDING AREAS.

LEGEND

- = 1/2" IRON ROD SET WITH PLASTIC IDENTIFICATION CAP #9781
- = 1/2" IRON ROD FOUND WITH PLASTIC IDENTIFICATION CAP #9781
- = BOUNDARY LINES AT CORNER (IRON RODS TO BE SET)
- = DENOTES 12' WIDE UTILITY EASEMENT CREATED BY THIS PLAT

0 100 150 200

1" = 100'

BRG BLACKHAM, ROMAN, GREINER AND ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
PROJECT #07-128

SHEET 2 OF 2 459

C:\Jerry_DWG\07-128 pueblos3 replat rad\dwg\07-128 LOS PUEBLOS 3 REPLAT no2.dwg LAYOUT: REPLAT OF LOTS 103-109
STAFF REV: 02.15.2008

e-Recorded 08/16/10 DAC

e-Recorded 08/16/10 DAC

DESIGN CONTROLS FOR

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of the PUD so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses, walls, and front-yard landscaping, as well as alterations and additions thereto, within the PUD shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer.

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the PUD, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Lot Owners should note that, although this process of approval requires only one submittal of one complete set of plans, it is advisable and strongly recommended that a preliminary design conference be held with a representative of the Design Control Committee so that the party submitting plans can get an initial reaction to the proposed design prior to going to the expense of creating a complete set of

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plans. At the preliminary review stage, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations, the floor plan, and the site plan.

Construction plans submitted for final review shall be in the form of one complete set and include the level of detail required for obtaining a building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces.

Landscaping plans shall include a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the PUD, the Developer has commissioned landscaping guidelines, a list of approved plants, and sample landscaping plans that the Owners shall emulate in the creation of landscaping plans for their Lots; these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

Neither the Developer nor the Design Control Committee seeks to restrict individual preferences but does want to avoid harsh contrasts within the PUD and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the PUD, combined with the design of the PUD, is the creation of an outstanding, visually attractive neighborhood. To this end, the Developer has established a general design theme for the PUD that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring such exterior elements as multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways, porte-cochères, side-entry garages, terra-cotta tile, and a

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general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that shall be permitted and the level of design detail that shall be the goal of every house plan for the PUD, the Developer has commissioned three elevation sketches for the PUD that Owners shall emulate in the creation of elevation designs for the houses on their Lots; these three elevation sketches appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the PUD. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the PUD. In essence, unless a setback variance or amendment to the PUD has been granted, the building pad for each single-family Lot is the entire Lot less a front setback of 20 feet or 25 feet (depending on orientation of the garage), a rear setback of 20 feet, and side setbacks of 20 feet and zero feet. Owners should take particular note that the PUD has been designed for the vast majority of houses to be zero-lot-line patio homes. Owners should refer to the construction plans for the PUD, and should confirm with the Developer, to determine which side setback shall be the zero-lot-line setback and should refer to the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD, and should confirm with the Developer, to ascertain if any variances to setbacks apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of

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all attached and detached houses proposed for the Lot, the setbacks for which are indicated on the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum and maximum sizes of the living area of a house within the PUD (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a single-family house, a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a house on a townhouse Lot, a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a townhouse Lot being allocated to the first story. In addition, for a single-family house, the width of the front elevation, excluding the front courtyard wall, shall be within ten feet of the maximum width permitted on that Lot.

2. Number of Stories. A detached single-family house shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A house on a townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a townhouse Lot shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the PUD infrastructure. For the purpose of measuring maximum height, a

roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height.

4. Parapets and Roofs. Parapets shall extend a minimum of one and one-half feet above any point in the adjoining truss system. The inner sides of parapets and the surface of flat roofs shall be coated with a material in a color similar to the stucco color of the house. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Design Control Committee

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gain the opportunity include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the PUD. The preferred location of the HVAC units is a fenced, walled, or otherwise screened and sound-insulated enclosure along the rear of a house or toward the

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rear of the side yard of a house. The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on townhouse Lots in the PUD but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Period of Construction. All construction and alteration work shall be prosecuted diligently. Any building of a new house on any Lot within the PUD shall be entirely completed within eight months after commencement of construction. Any alterations or additions to an existing house on any Lot within the PUD shall be entirely completed within four months after commencement of construction.

8. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Design Control Committee cannot unreasonably delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the PUD: none of the aforementioned equipment, as well as equipment to receive high-speed internet or other signals, shall be installed within the front yard (that is, any street-side yard) of any house; no satellite dish more than one meter in diameter shall be installed anywhere in the PUD; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the

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installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the PUD.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, electric service boxes, gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the PUD shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the PUD, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the PUD. The location of such utility apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. No used, previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design Control Committee. No building shall be occupied in any manner prior to its completion.

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11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the PUD at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the PUD shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive.

12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. No solar panels shall be permitted in the PUD.

14. Driveways. All driveways in the PUD shall be concrete unless a variance is granted by the Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the PUD shall be more than nine feet in height. With the exception of being left slightly open for ventilation, all garage doors shall be shut when not in use. The Design Control Committee shall require that at least one-third of the single-family houses in the PUD shall be designed and built so that the garage doors are perpendicular to the street. Furthermore, the Committee shall limit to three the maximum number of single-family houses in the PUD that are on adjacent Lots and are designed and built so that the garage doors are parallel to the street.

16. Front Courtyard Walls. Each single-family house in the PUD shall include a front courtyard wall the serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which

shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the PUD, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the PUD rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the PUD, no tree or shrub shall be planted close enough to the zero-lot-line of the adjoining Lot so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house. Furthermore, no Lot shall contain any tree or shrub that, upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being obstructed by a tree or shrub on another Lot can bring the matter to the attention of the Design Control Committee, which has the authority to require the Owner of the Lot containing the tree or shrub to trim it to eliminate the obstruction. In addition, the landscaping of each Lot shall be substantially completed prior to first occupancy of a house on each Lot.

In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the PUD in accordance with Paragraph 19 of Article V of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, privacy walls constructed of

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rock shall be built as follows. First, the Developer shall build a four-foot high wall along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity. Second, the homebuilder of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house on the zero-lot-line. The height of this wall shall be the greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. For the purpose of consistency, only the contractor hired by the Developer to build the rear walls shall be hired by a homebuilder to build the side walls, unless the Design Control Committee issues a waiver to that restriction.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas. Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible party.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands of all of

the phases described and subdivided, now and in the future, as The Pueblos at Alameda Ranch Planned Unit Development, has executed this instrument this 3rd day of January, 2006.

BRIGHT VIEW LAND COMPANY

by _____

John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 3rd day of January, 2006, by John T. Moscato, as President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

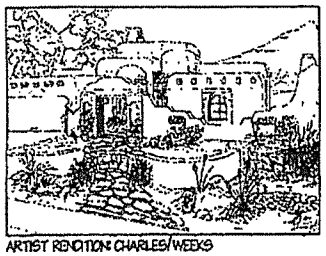
OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2/15/2006

By _____
Notary Public

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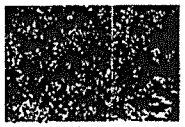
CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS



ORNAMENTAL GRASS, 5 GAL



4 PURPLE TRAILING LANTANA, 1 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS (2)



8 STELLA DE ORO DAYLILY, 1 GALLON



3 DAMANITA 5 GALLON



3 PINK GAURA, 1 GALLON



WATER FEATURE

FLAGSTONE PATIO

EXISTING KIVA FIREPLACE



2 ORNAMENTAL GRASS, 5 GALLON

EXISTING COURTYARD WALL



3 TREE BEARGRASS, 15 GALLON



1 PROSTRATE ROSEMARY, 5 GALLON

2 DESERT WILLOW, 24" BOX





2 FORESTERIA, 15 GALLON



12 MEXICAN FEATHER GRASS 1 GALLON

ELEVATION CHANGE

BERM EARTH NEAR BOULDERS

SMOOTH SALT RIVER ROCK

ASSORTED BOULDERS, 2'x3' & 1'x2'



1 CHERRY SAGE, 5 GAL.



2 SALVIA AZURE, 5 GALLON

SMOOTH SALT RIVER ROCK

FLAGSTONE WALKWAY

EXISTING 2' HIGH GARDEN WALL

3/4" SIERRA BROWN ROCK

3/4" DESERT TAN ROCK



1 PRICKLY PEAR, 15 GALLON

LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for BrightView Land Co. Northrise Drive Las Cruces, NM	
ARMARC	1300-G El Paseo Rd. #148 Las Cruces, NM 88001 Office: 505-523-5301 Fax: 505-647-5988 Cell: 505-649-9095 www.armarclandscapes.com armarclandscapes@aol.com License #87687
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 1 of 3

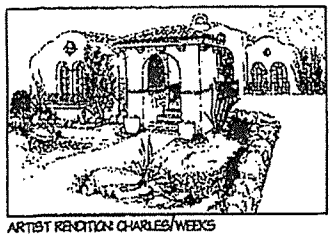
EXHIBIT B

1897

Ex. 8

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CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES WEEKS

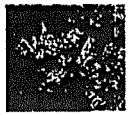


OCOTILLO, 15 GAL, 10' TALL



2 CISTENA, 5 GAL.

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER



3 DWARF INDIAN HAWTHORN, 5 GALLON





CRAPE MYRTLE, 24" BOX, MULTI-TRUNK

1" ATMOSPHERIC VACUUM BREAKERS IN DEKKORA ROCK ENCLOSURE



2 TEXAS MOUNTAIN LAUREL, 24" BOX, MULTI-TRUNK

ELEVATION CHANGE BERM THIS AREA



7 BLANKET FLOWER, 1 GALLON



2 TECOMA STANS SUNRISE, 15 GALLON



6 PROSTRATE ROSEMARY, 5 GALLON



5 DIETES BICOLOR, 1 GALLON

3/4" DESERT TAN ROCK

3/8" ROSE ROCK

ASSORTED BOULDERS, 2'x3' & 1'x2'

SWALE

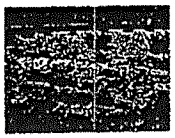
BERM AREA AROUND BOULDERS



2 RED YUCCA, 5 GALLON



PURPLE FOUNTAIN GRASS, 5 GAL. IN DECORATIVE POT



DRY-STACKED STONE

SMOOTH SALT RIVER ROCK SWALE



3 SOFTLEAF YUCCA, 15 GALLON

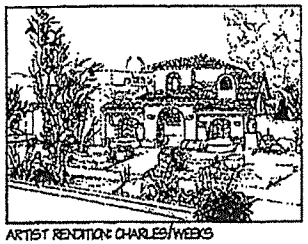
LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for Bright View Land Co. Northrise Drive Las Cruces, NM	
ARMARC LANDSCAPE	1300-G El Paseo Rd. #148 Las Cruces, NM 88001 Office 505-532-3501 Fax 505-647-3988 Cell 505-649-9095 www.armarclandscapes.com armarclandscape@aol.com License #87487
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 2 of 3

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Ex. B

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CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS



CAROLINA CHERRY LAUREL, 15 GALLON



MEDITERRANEAN FAN PALM, 15 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

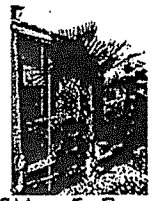
1" ATMOSPHERIC VACUUM BREAKERS



BRADFORD PEAR, 24" BOX, 2" CALIPER



3 RAIN LILY 1 GALLON



3 MEXICAN FAN PALM, 8' TRUNK, BARE-ROOT



WALL FOUNTAIN

ASSORTED BOULDERS

SMOOTH SALT RIVER ROCK



COMPACT NANDINA, 15 GALLON

3 MEDITERRANEAN FAN PALM, 15 GALLON



SMOOTH SALT RIVER ROCK, SWALED

BERM AREA AROUND BOULDERS



6 BUFFALO JUNIPER, 5 GALLON



PRIDE OF HOUSTON HOLLY, 24" BOX

ASSORTED BOULDERS, 2x3' & 1x2'

3/4' ROSE ROCK

3/4" ARROYO ROCK, 33% OF FRONT AREA ELEVATION CHANGE

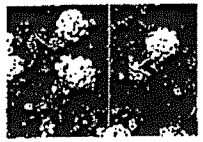
EXISTING GARDEN WALL



2 RAIN LILY, 1 GALLON



4 PURPLE LANTANA, 1 GALLON



6 GOLD MOUND LANTANA, 1 GALLON

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office: 505-523-1501
Fax: 505-647-5988
Cell: 505-649-9095
www.armandolandscapes.com
ortaarmando@aol.com
License #87487

date: 8/31/05

design: armando orta, horticulturist

scale: nts

sheet 3 of 3

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Ex. B

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DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32" or 1/16"=1'. Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans:
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and free-standing fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor praire grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings,

Ex. B

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Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan). Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.
All plant material must conform to the standards set forth in the *American Standard For Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

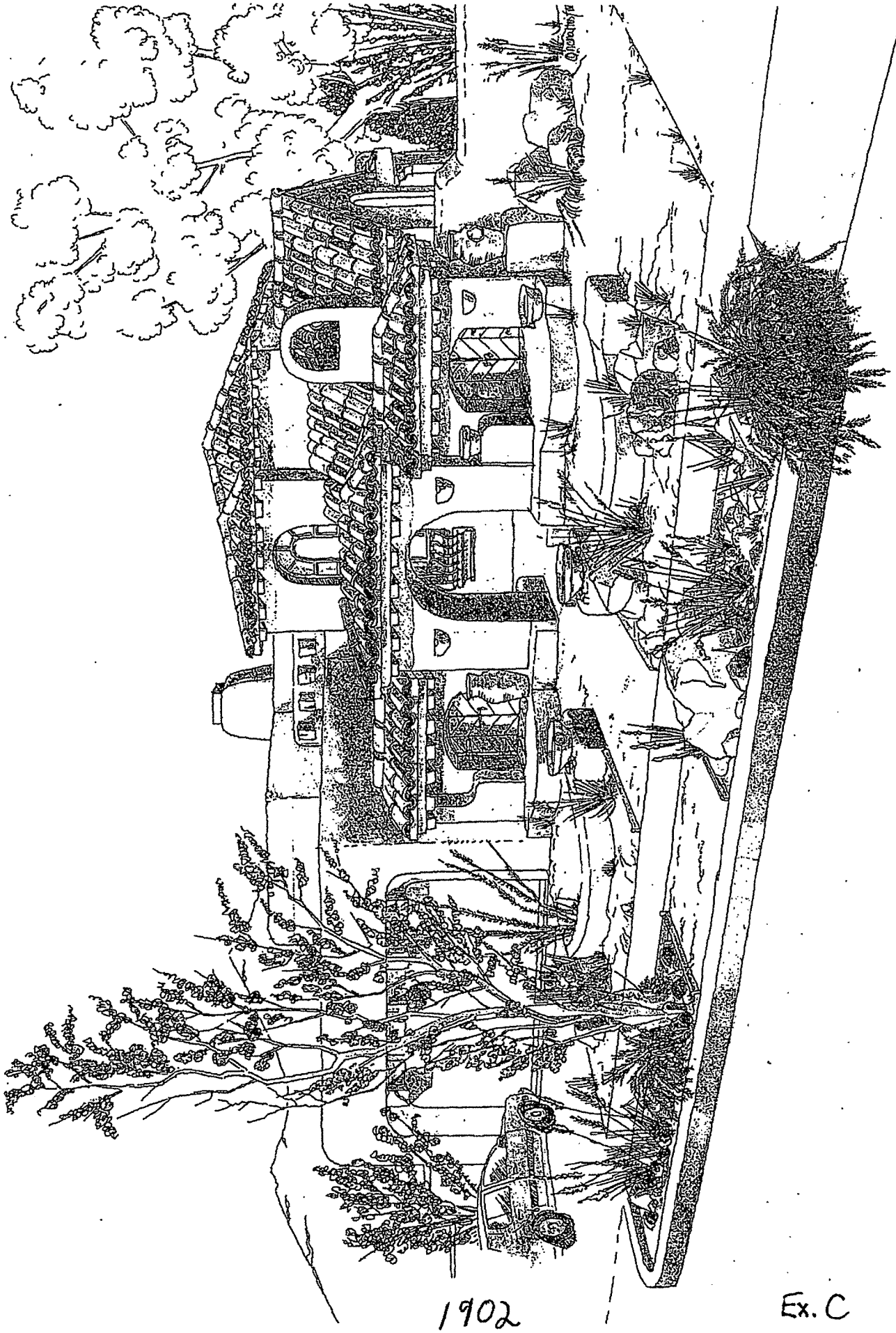
Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree is required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses) are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

Ex. B

EXHIBIT C

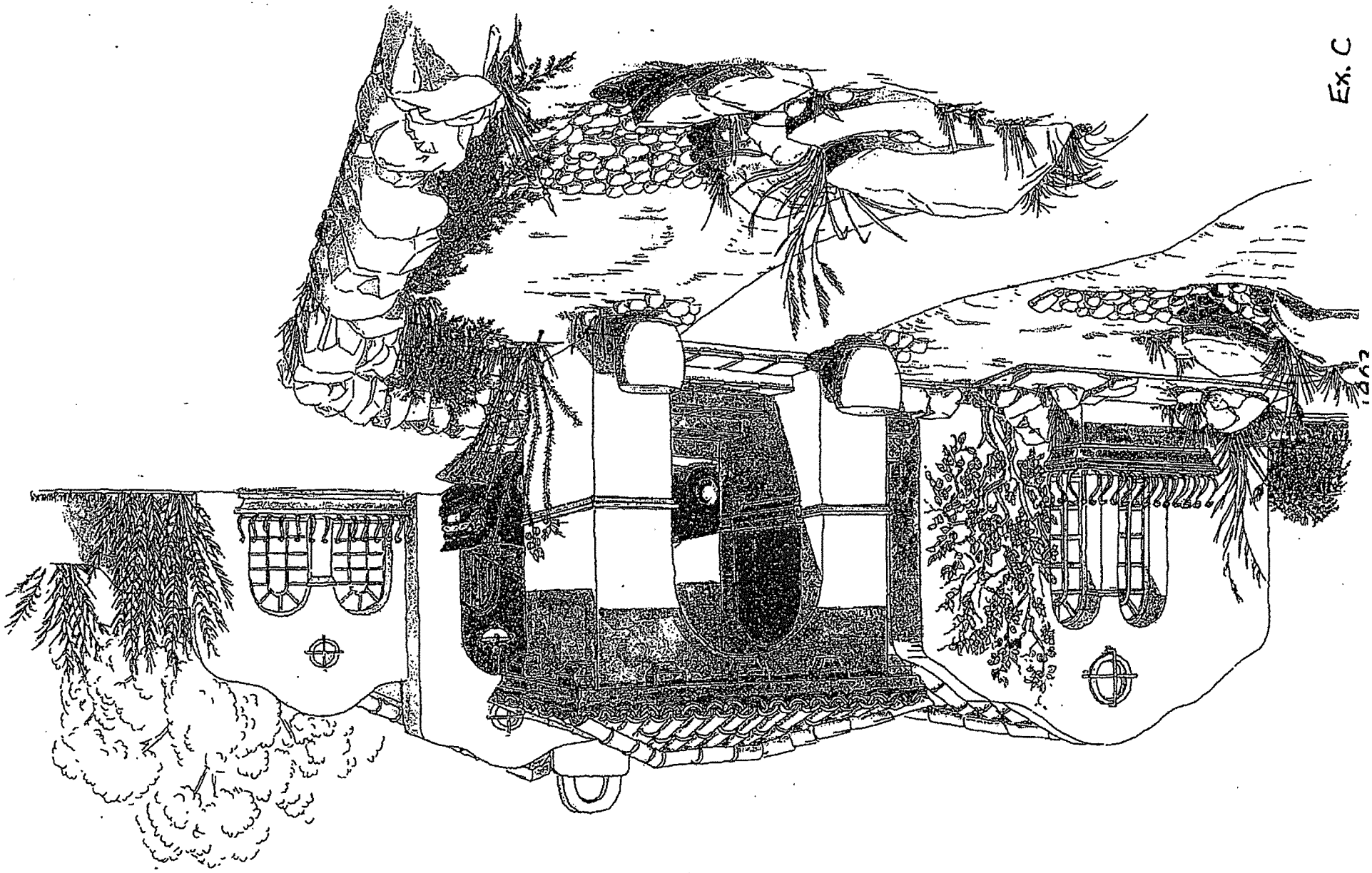


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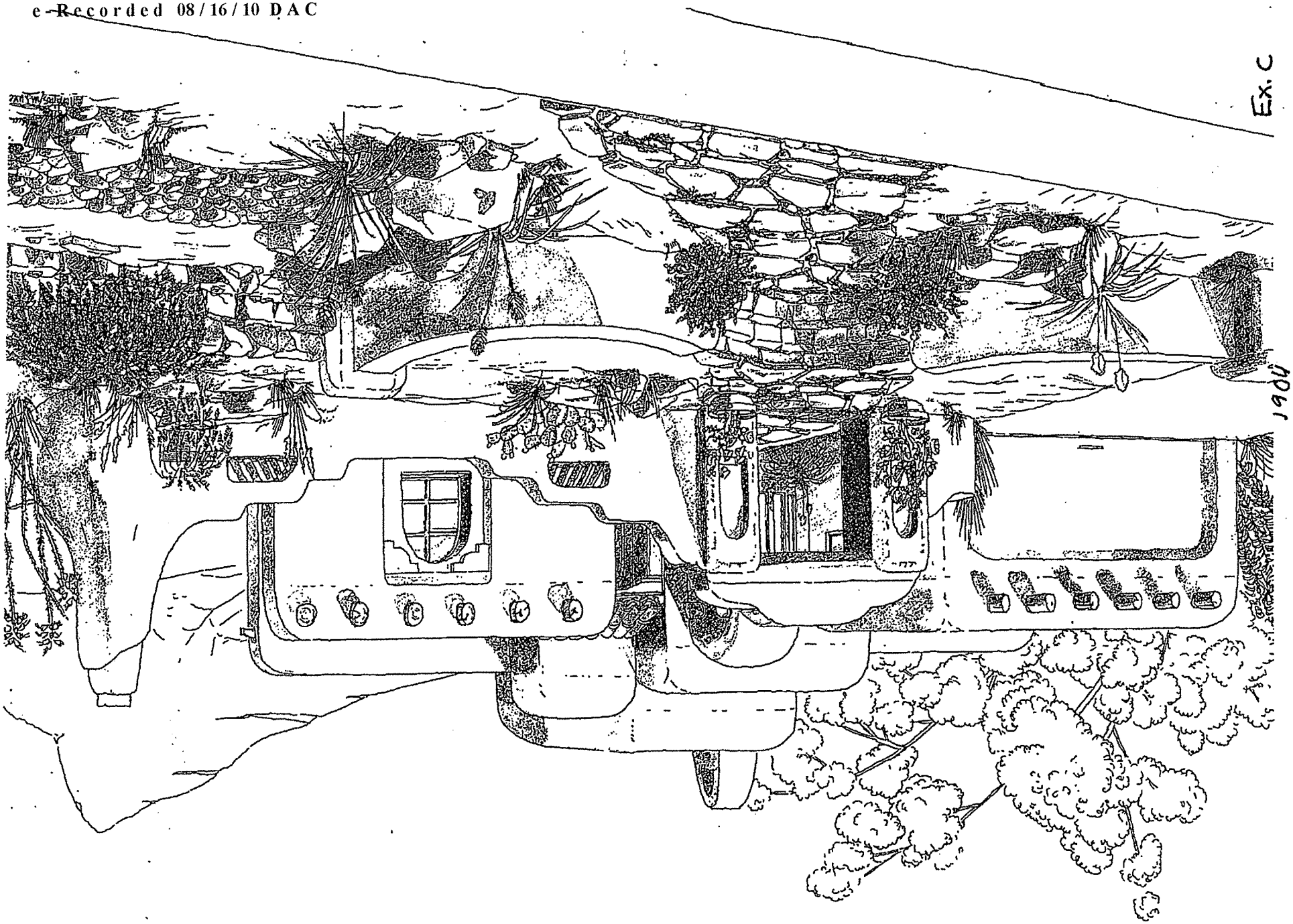
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Ex. C

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Ex. C

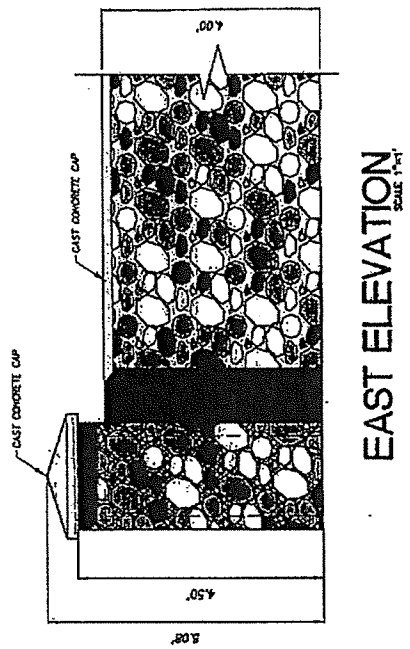
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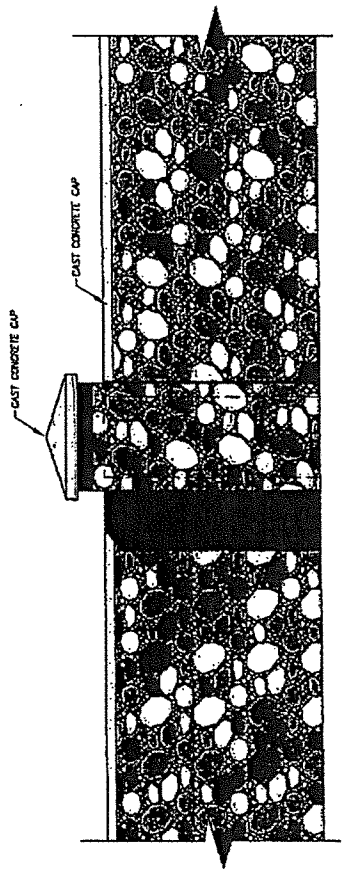
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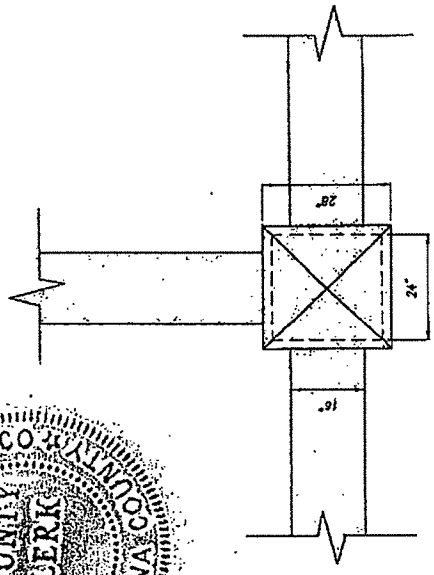
THE PUEBLOS AT ALAMEDA RANCH
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO



EAST ELEVATION
SCALE 1"=1'



NORTH ELEVATION
SCALE 1"=1'



PLAN VIEW
SCALE 1"=1'

STATE OF NEW MEXICO COUNTY OF DONA ANA COUNTY CLERK

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 209
I hereby certify that this
instrument was filed for
recording on JAN 04 2006
at 12:03 o'clock P M
Book 674 Page 1853-1905
of the Records of said County.
Rita Torres, County Clerk
BY: [illegible] DEPUTY

1905

Ex. D

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DESIGN CONTROLS FOR THE PUEBLOS AT ALAMEDA RANCH PHASE 3

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of the Pueblos Phase 3 so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses, walls, and front-yard landscaping, as well as alterations and additions thereto, within the Pueblos Phase 3 shall be performed by a licensed homebuilder (or licensed subcontractor thereof)

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the Pueblos Phase 3, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article X of the Amended Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Owners should note that, although this process of approval requires only one submittal of one complete set of plans, it is advisable and strongly recommended that a preliminary design conference be held with a representative of the Phase 3 Design Control Committee so that the party submitting plans can get an initial reaction to the proposed design prior to going to the expense of creating a complete set of plans. At the preliminary review stage, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations, the floor plan, and the site plan.

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Construction plans submitted for final review shall be in the form of one complete set and include the level of detail required for obtaining a building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces.

Landscaping plans shall include a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Phase 3 Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the Pueblos Phase 3, a list of approved plants, and sample landscaping plans that the Owners should emulate in the creation of landscaping plans for their Lots; these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

Phase 3 Design Control Committee does not seek to restrict individual preferences but does want to avoid harsh contrasts within the Pueblos Phase 3 and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the Pueblos Phase 3, combined with the design of the Pueblos Phase 3, is the creation of an outstanding, visually attractive neighborhood. To this end, a general design theme for the Pueblos Phase 3 has been established that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring exterior elements. Some examples of which might include multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways,

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porte-cocheres side-entry garages, terra-cotta tile, and a general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that shall be permitted and the level of design detail that shall be the goal of every house plan for the Pueblos Phase 3, three elevation sketches for the Pueblos Phase 3 that Owners shall emulate in the creation of elevation designs for the houses on their Lots appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the Pueblos Phase 3. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the Pueblos Phase 3. In essence, unless a setback variance or amendment to the Pueblos Phase 3 has been granted, the building pad for each single-family Lot is the entire Lot less a front setback of 20 feet or 25 feet (depending on orientation of the garage), a rear setback of 20 feet, and side setbacks of 20 feet and zero feet. Owners should refer to the construction plans for the Pueblos Phase 3, and should confirm which side setback shall be the zero-lot-line setback and should refer to the recorded plat for the Pueblos Phase 3 or recorded replats for the Pueblos Phase 3to ascertain if any variances to setbacks apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of all attached and detached houses proposed for the Lot, the setbacks for which are

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indicated on the recorded plat for the Pueblos Phase 3 or recorded replats for the Pueblos Phase 3.

ARTICLE IV

BUILDING DESIGN

Size. The minimum and maximum sizes of the living area of a house within the Pueblos Phase 3 (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a detached single-family house on a lot greater than 52 feet in width at the front building line (herineafter defined as a "Large Lot"), a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a single-family house on a lot equal to or less than 52 feet in width at the front building line (hereinafter defined as a "Small Lot"), a minimum of one thousand two hundred square feet, and a maximum of two thousand six hundred square feet ; for an attached single family house on a townhouse lot designed for attached homes of fee-simple ownership (hereinafter defined as a "Townhouse Lot"), a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a Townhouse Lot being allocated to the first story. In addition, for a single-family house, the width of the front elevation, excluding the front courtyard wall, shall be within ten feet of the maximum width permitted on that Lot.

1. .

2. Number of Stories. A detached single-family house on a Large Lot shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A detached single-family house on a Small Lot or Townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house on a Large Lot shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a Small Lot or Townhouse Lot

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shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the Pueblos Phase 3 infrastructure. For the purpose of measuring maximum height, a roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height.

4. Parapets and Roofs. Parapets shall extend a minimum of one and one-half feet above any point in the adjoining truss system. The inner sides of parapets and the surface of flat roofs shall be coated with a material in a color similar to the stucco color of the house. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Phase 3 Design Control Committee.

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gain the opportunity include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of

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the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the Pueblos Phase 3. The preferred location of the HVAC units is a fenced, walled, or otherwise screened and sound-insulated enclosure along the rear of a house or toward the rear of the side yard of a house, The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on Small Lots and Townhouse Lots in the Pueblos Phase 3 but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Period of Construction. All construction and alteration work shall be prosecuted diligently. Any building of a new house on any Lot within the Pueblos Phase 3 shall be entirely completed within eight months after commencement of construction. Any alterations or additions to an existing house on any Lot within the Pueblos Phase 3 shall be entirely completed within four months after commencement of construction.

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8. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Phase 3 Design Control Committee cannot unreasonably delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Phase 3 Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the Pueblos Phase 3: none of the aforementioned equipment, as well as equipment to receive high-speed Internet or other signals, shall be installed within the front yard (that is, any street-side yard) of any house; no satellite dish more than one meter in diameter shall be installed anywhere in the Pueblos Phase 3; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the Pueblos Phase 3.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, electric service boxes, gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the

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Pueblos Phase 3 shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the Pueblos Phase 3, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the Pueblos Phase 3. The location of such utility apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Phase 3 Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. No used previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Phase 3 Design Control Committee. No building shall be occupied in any manner prior to its completion.

11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the Pueblos Phase 3 at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Phase 3 Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Phase 3 Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the Pueblos Phase 3 shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive.

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12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. No solar panels shall be permitted in the Pueblos Phase 3, except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is to screen the panels.

14. Driveways. All driveways in the Pueblos Phase 3 shall be concrete unless a variance is granted by the Phase 3 Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Phase 3 Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the Pueblos Phase 3 shall be more than nine feet in height. With the exception of being left slightly open for ventilation, all garage doors shall be shut when not in use. Phase 3 Design Control Committee

16. Front Courtyard Walls. Each single-family house in the Pueblos Phase 3 shall include a front courtyard wall the serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawings submitted to the Phase 3 Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

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ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the Pueblos Phase 3, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted in front yard landscapes. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the Pueblos Phase 3 rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the Pueblos Phase 3, no tree or shrub shall be planted close enough to the zero-lot-line of the adjoining Lot so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house.

Furthermore, no Lot shall contain any tree or shrub that, upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being obstructed by a tree or shrub on another Lot can bring the matter to the attention of the Phase 3 Design Control Committee, which has the authority to require the Owner of the Lot containing the tree or shrub to trim it to eliminate the obstruction. In addition, the front yard landscaping of each Lot shall be substantially completed prior to first occupancy of a house on each Lot.

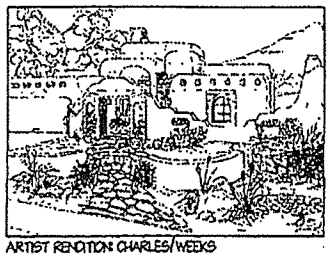
In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the Pueblos Phase 3 in accordance with Paragraph 19 of Article XI of the Amended Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, privacy walls constructed of rock shall be built as follows. First, the Owner shall build a four-foot high wall along the rear property

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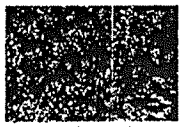
line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Committee decides that a wall is required for design continuity. Second, the homebuilder of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house on the zero-lot-line. The height of this wall shall be the greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. Phase 3 Design Control Committee

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas. Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Phase 3 Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible Party.

CONCEPTUAL LANDSCAPE MODEL


ARTIST RENDITION CHARLES/WEEKS


ORNAMENTAL GRASS, 5 GAL.


4 PURPLE TRAILING LANTANA, 1 GALLON


8 STELLA DE ORO DAYLILLY, 1 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS (2)


3 DAMIANTA 5 GALLON


3 PINK GAURA, 1 GALLON


WATER FEATURE

FLAGSTONE PATIO

EXISTING KIVA FIREPLACE


2 ORNAMENTAL GRASS, 5 GALLON

EXISTING COURTYARD WALL


3 TREE BEARGRASS, 15 GALLON


1 PROSTRATE ROSEMARY, 5 GALLON

2 DESERT WILLOW, 24" BOX


2 FORESTERIA, 15 GALLON


12 MEXICAN FEATHER GRASS 1 GALLON

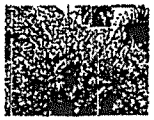
ELEVATION CHANGE

SMOOTH SALT RIVER ROCK

BERM EARTH NEAR BOULDERS

ASSORTED BOULDERS, 2'x3' & 1'x2'


1 CHERRY SAGE, 5 GAL.


2 SALVIA AZURE, 5 GALLON

SMOOTH SALT RIVER ROCK

FLAGSTONE WALKWAY

EXISTING 2' HIGH GARDEN WALL

3/4" SIERRA BROWN ROCK

3/4" DESERT TAN ROCK


1 PRICKLY PEAR, 15 GALLON

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARMARC
1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office 505-523-5501
Fax 505-647-5988
Cell 505-649-9095
www.armarclandscapes.com
armando@aol.com
License 057687

date: 8/31/05
design: armando orta, horticulturist

scale: nts
sheet 1 of 3

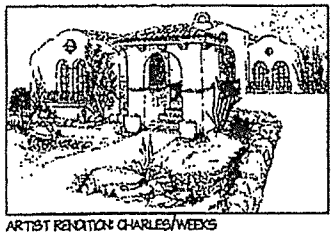
EXHIBIT B

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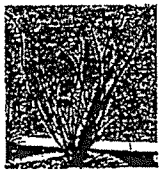
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CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS

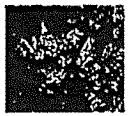


OCOTILLO, 15 GAL, 10' TALL



2 CISTENA, 5 GAL.

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER



3 DWARF INDIAN HAWTHORN, 5 GALLON





CRAPE MYRTLE, 24" BOX, MULTI-TRUNK

1" ATMOSPHERIC VACUUM BREAKERS IN DEKKORA ROCK ENCLOSURE



2 TEXAS MOUNTAIN LAUREL, 24" BOX, MULTI-TRUNK

ELEVATION CHANGE BERM THIS AREA



2 TECOMA STANS SUNRISE, 15 GALLON



6 PROSTRATE ROSEMARY, 5 GALLON



5 DIETES BICOLOR, 1 GALLON



7 BLANKET FLOWER, 1 GALLON

3/4" DESERT TAN ROCK

3/8" ROSE ROCK

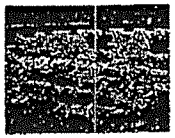
ASSORTED BOULDERS, 2'x3' & 1'x2'

SWALE

BERM AREA AROUND BOULDERS



2 RED YUCCA, 5 GALLON



DRY-STACKED STONE

SMOOTH SALT RIVER ROCK SWALE



PURPLE FOUNTAIN GRASS, 5 GAL. IN DECORATIVE POT



3 SOFTLEAF YUCCA, 15 GALLON

LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for BrightView Land Co. Northrise Drive Las Cruces, NM	
ARMARC	1300-C El Paseo Rd. #148 Las Cruces, NM 88001 Office: 505-523-5501 Fax: 505-647-5988 Cell: 505-649-9095 www.armarclandscapes.com ortarmando@aol.com License 087487
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 2 of 3

1898

Ex. B

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CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS



CAROLINA CHERRY LAUREL, 15 GALLON



MEDITERRANEAN FAN PALM, 15 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

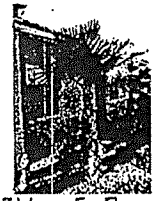
1" ATMOSPHERIC VACUUM BREAKERS



BRADFORD PEAR, 24" BOX, 2" CALIPER



3 RAIN LILY 1 GALLON



3 MEXICAN FAN PALM, 8' TRUNK, BARE-ROOT



WALL FOUNTAIN

ASSORTED BOULDERS

SMOOTH SALT RIVER ROCK



COMPACT NANDINA, 15 GALLON

3 MEDITERRANEAN FAN PALM, 15 GALLON

SMOOTH SALT RIVER ROCK, SWALED

BERM AREA AROUND BOULDERS



6 BUFFALO JUNIPER, 5 GALLON





PRIDE OF HOUSTON HOLLY, 24" BOX

ASSORTED BOULDERS, 2'x3' & 1'x2'

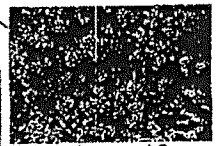
3/4" ROSE ROCK

3/4" ARROYO ROCK, 33% OF FRONT AREA ELEVATION CHANGE

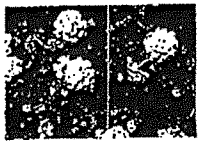
EXISTING GARDEN WALL



2 RAIN LILY, 1 GALLON



4 PURPLE LANTANA, 1 GALLON



6 GOLD MOUND LANTANA, 1 GALLON

LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for BrightView Land Co. Northrise Drive Las Cruces, NM	
ARMARC 1300-G El Paseo Rd. #148 Las Cruces, NM 88001 Office: 505-523-5501 Fax: 505-647-5988 Cell: 505-649-9095 www.armarclandscapes.com orantrando@aol.com License #67687	
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 3 of 3

1899

Ex. B

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DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32" or 1/16"=1'. Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans:
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and free-standing fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor praire grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings,

Ex. B

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Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan). Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.
All plant material must conform to the standards set forth in the *American Standard For Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

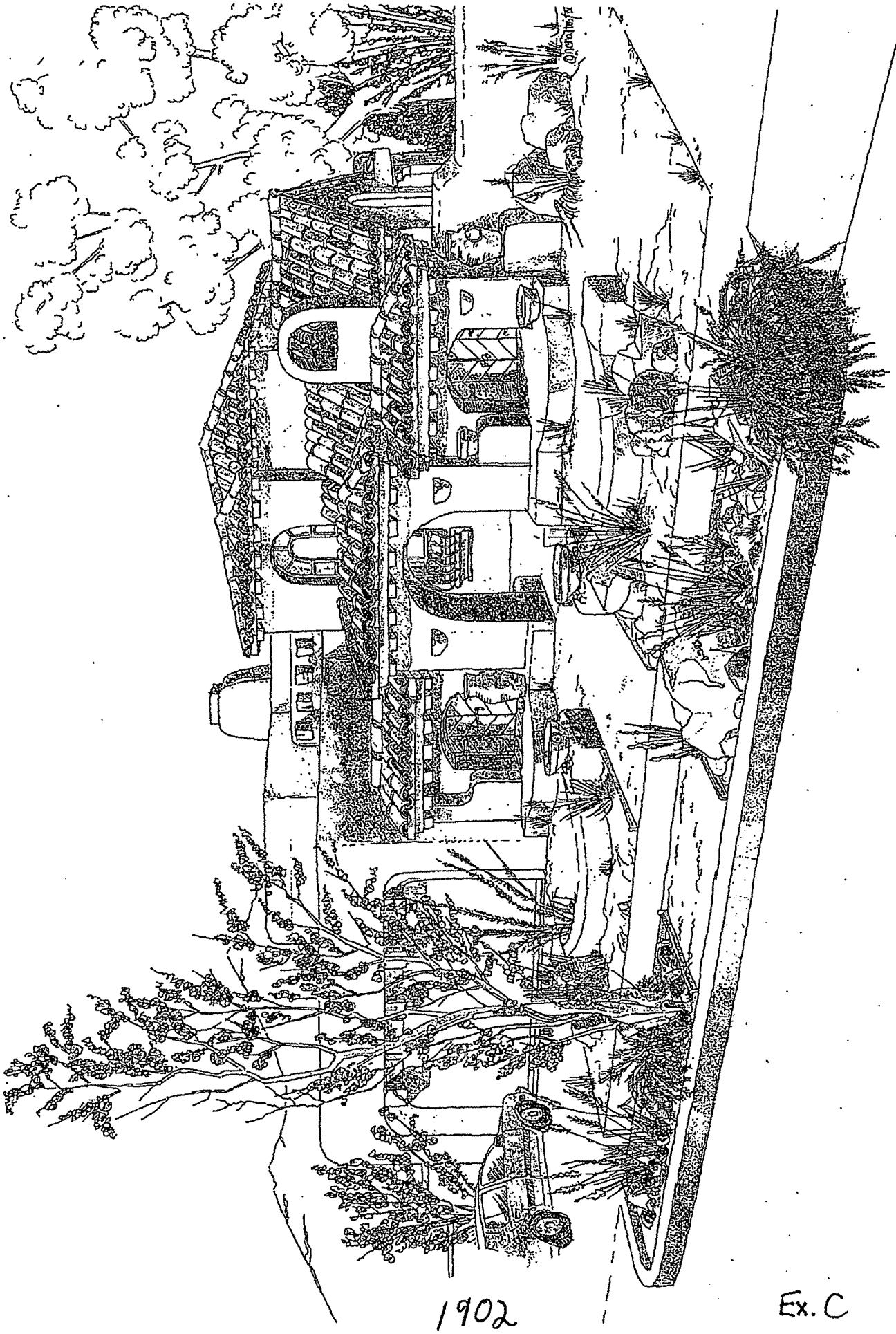
Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree is required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses) are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

Ex. B

EXHIBIT C

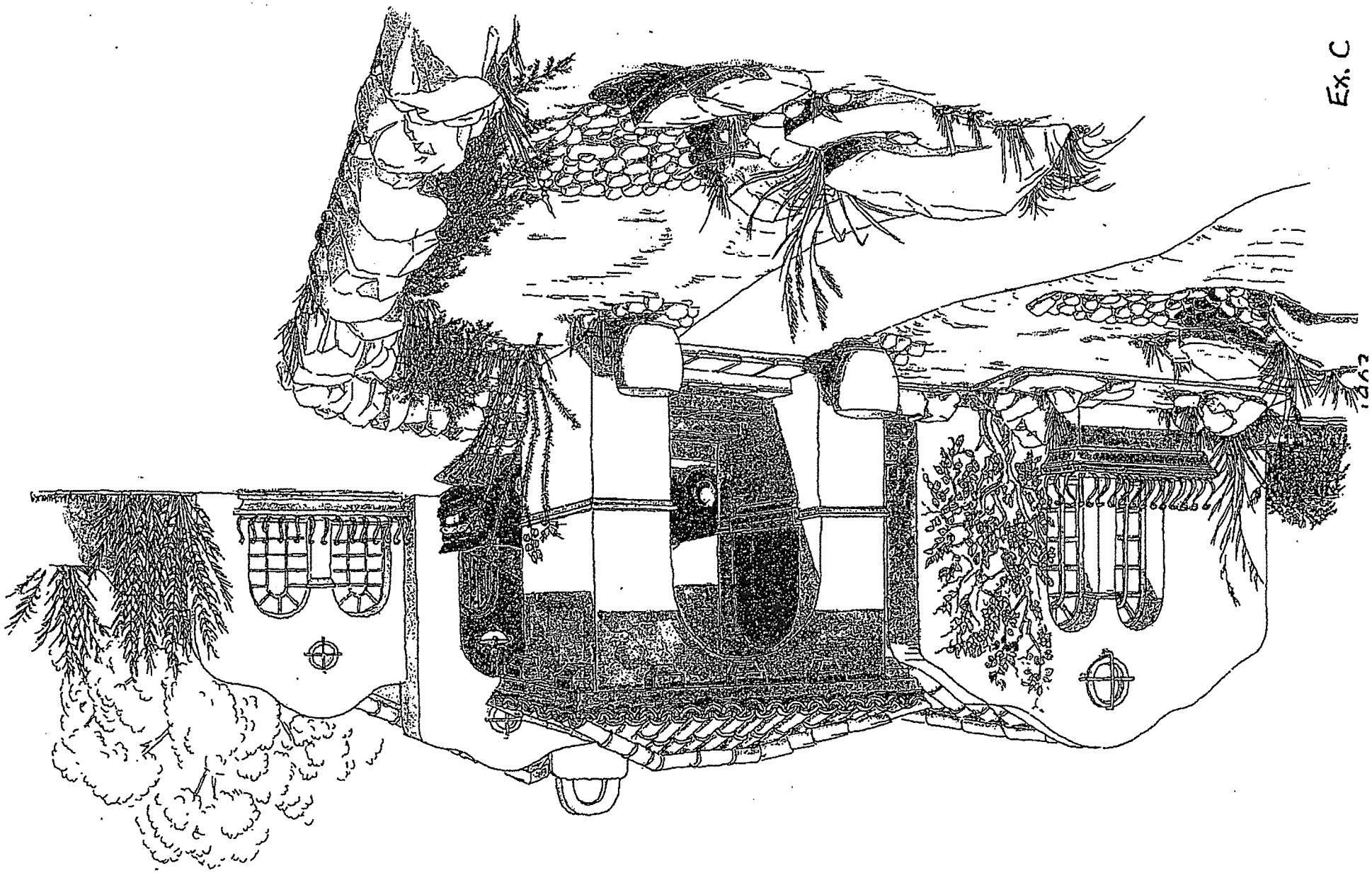


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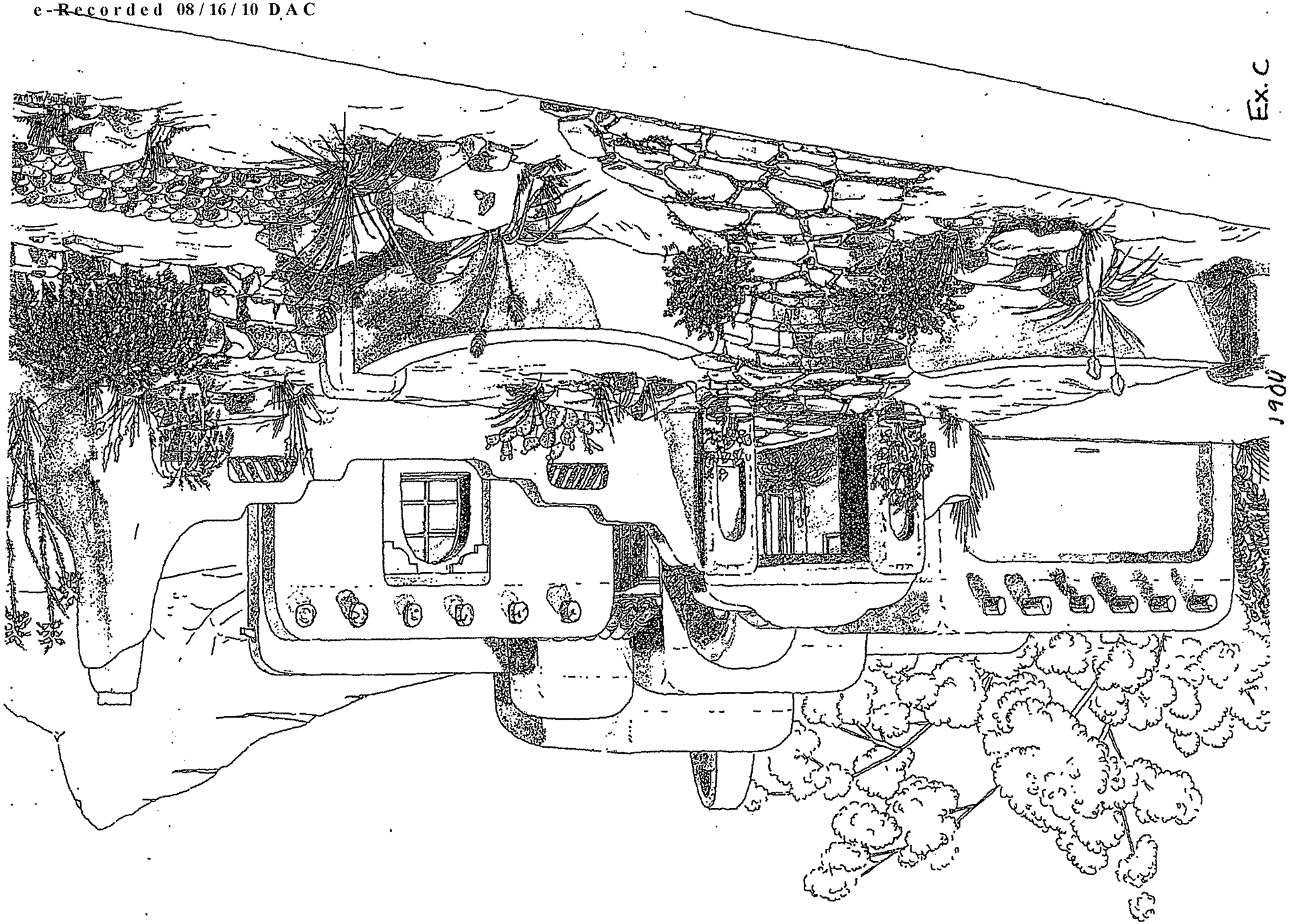
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Ex. C

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Ex. C

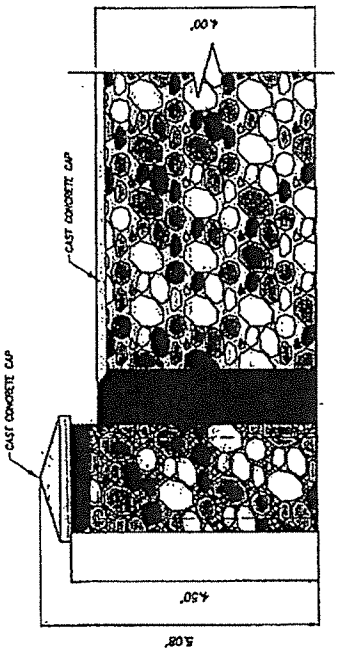
1901

EXHIBIT D

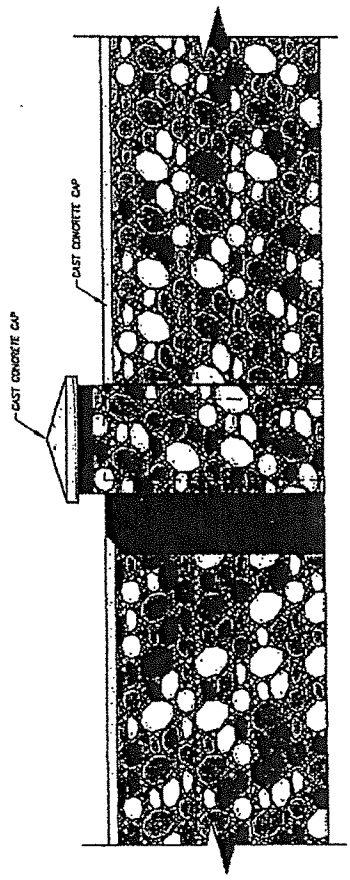
209

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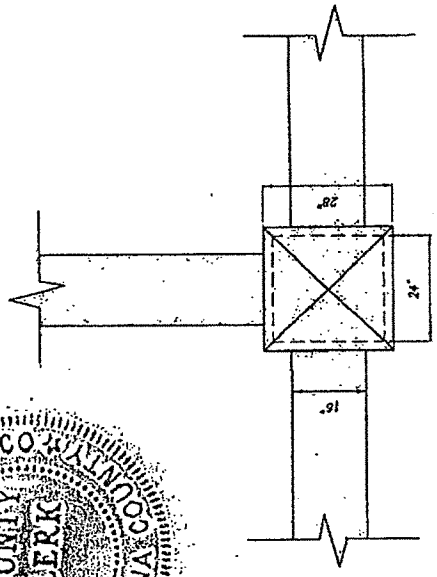
THE RUSSELLS AT ALAMEDA RANCH
PREPARED FOR BRENT TEX LAND CO
LAS CRUCES NEW MEXICO



EAST ELEVATION
SCALE 1"=1'



NORTH ELEVATION
SCALE 1"=1'



PLAN VIEW
SCALE 1"=1'

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 209
I hereby certify that this instrument was filed for recording and duly recorded on
JAN 04 2006
at 12:03 o'clock P M
Book 674 Page 1853-1905
of the Records of said County,
Rita Torres, County Clerk
BY: Rafael Baca DEPUTY

STATE OF NEW MEXICO COUNTY OF DONA ANA CO. CLERK

1905

Ex. D

e-Recorded 08/16/10 DAC

ARTICLES OF INCORPORATION

OF

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

The undersigned, acting as incorporator to form a corporation under the New Mexico Nonprofit Corporation Act (53-8-1 to 53-8-99, NMSA 1978), adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation is The Pueblos Phase 3 Association, Inc.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose or purposes for which the corporation is organized are: To serve as the Owners Association for Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development, and to own, maintain and repair the common areas in Phase 3, and to engage in related necessary and proper business.

ARTICLE IV

1. The New Mexico street address of the corporation's initial registered office is: 123 East Marcy, Santa Fe, New Mexico 87501.

2. The name of the initial registered agent at the address of the initial registered office is: CT Corporation System.

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ARTICLE V

The names and address of the initial board of directors are:

Patrick Vedra	2100 McKinney, Suite 1510, Dallas, Texas 75201
Bob Kammerle	2100 McKinney, Suite 1510, Dallas, Texas 75201
Linda Kriz	2100 McKinney, Suite 1510, Dallas, Texas 75201

ARTICLE VI

The name and address of each incorporator is:

Patrick Vedra	2100 McKinney, Suite 1510, Dallas, Texas 75201

Dated: 6-21-2010

Patrick Vedra, Incorporator

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ACKNOWLEDGEMENT

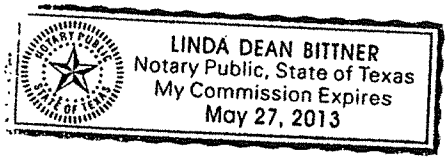
STATE OF Texas)
) **ss.**
COUNTY OF Dallas)

This instrument was acknowledged before me this 21 day of June, 2010, by Patrick Vedra as President of The Pueblos Phase 3 Association, Inc., a New Mexico corporation.

Linda Bittner
NOTARY PUBLIC

My Commission Expires:

5-27-13



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OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

4317160

The Public Regulation Commission certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the

NONPROFIT CORPORATION ACT
(53-8-1 to 53-8-99 NMSA 1978)

have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & attaches hereto, a duplicate of the Articles of Incorporation.

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ARTICLES OF INCORPORATION

FILED IN OFFICE OF
NM PUBLIC REG. COMM.
JUN 25 2010
CORPORATION BUREAU

OF

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

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RECEIVED
JUN 25 2010
NM PUBLIC REG. COMM.
CORPORATION BUREAU

e-Recorded 08/16/10 DAC

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Linda Kriz	2100 McKinney, Suite 1510, Dallas, Texas 75201

ARTICLE VI

The name and address of each incorporator is:

Patrick Vedra — 2100 McKinney, Suite 1510, Dallas, Texas 75201

Dated: 6-21-2010

Patrick Vedra, Incorporator

RECEIVED
JUN 25 2010
PUBLIC REG. COMM.
CORPORATION BUREAU

e-Recorded 08/16/10 DAC

BYLAWS
OF
THE PUEBLOS PHASE 3 ASSOCIATION, INC.

ARTICLE I
OFFICES

The principal office of the corporation in the State of New Mexico shall be located in the City of Las Cruces, County of Las Cruces.

The corporation shall have and continuously maintain in the State of New Mexico, a registered office, and a registered agent whose office is identical with such registered office, as required by the New Mexico Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of New Mexico, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
MEMBERS

1. **Classes of Members**. The corporation shall have one class of members. The designation of such class (or classes) and the qualifications and rights of the members of such class (or classes) shall be as follows:

Each owner of a lot, as such is defined in Article VIII, Paragraph 4 of the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, recorded in the real property records of Doña Ana County, NM as may be amended from time to time, shall be a member.

2. **Voting Rights.** Each member shall be entitled to one vote on each matter submitted to a vote of the members. An owner of multiple lots shall be entitled to one vote for each lot owned in Phase 3. In no event shall more than one vote be cast in respect to any lot. If a lot is owned by one person, the right of that person to vote at a meeting of members shall be established by the record title to the lot. If a lot is owned by a married couple, the right of that couple to cast a single vote at a meeting of members shall be established by the record title to the lot. If a lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that lot shall be designated by a certificate of appointment signed by all of the record owners of that lot and filed with the Secretary of the corporation. If a lot is owned by a trust or a corporation, the person entitled to cast the vote of that lot shall be designated by a certificate of appointment signed by the trustee of the trust or an officer of the corporation. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the record ownership of the lot.

3. **Termination of Membership.** The Board of Directors, by affirmative vote of seventy-five percent (75%) of all of the Directors may suspend or terminate a member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership, or suspend any member who shall be in default in the payment of dues as set forth in Article X of these by-laws. Neither termination nor suspension of a member shall relieve that lot owner of the obligation to pay any dues, assessments or other charges already accrued and unpaid or accruing in the future.

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4. **Resignation.** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges already accrued and unpaid or accruing in the future.

5. **Reinstatement.** Upon written request signed by a former member and filed with the Secretary, the Board of Directors may, by the affirmative vote of two-thirds of the members of the Board, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

6. **Transfer of Membership.** Membership in this corporation is only transferable or assignable on the sale of a lot within Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development. Upon any such sale of a lot, the transfer of ownership shall occur upon recording of the deed transferring title.

ARTICLE III
Meetings of Members

1. **Annual Meeting.** An annual meeting of the members shall be held on the second Tuesday in the month of November in each year, beginning with the year 2010 at the hour of 7:00 P.M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of New Mexico, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

2. **Special Meetings.** Special meetings of the members may be called by the President, the Board of Directors, or not less than one-third of the members having voting rights.

3. **Place of Meeting.** The Board of Directors may designate any place, with Las Cruces, New Mexico, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be at Pueblos Phase 3 Clubhouse and Recreation Facility at 4121 Espana Way, Las Cruces, New Mexico.

4. **Notice of Meeting.** Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States and addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

5. **Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

6. **Quorum.** The members holding one tenth of the votes of the total membership which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

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7. **Proxies.** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by the member's duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

8. **Manner of Acting.** A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.

9. **Voting by Mail.** Where Directors are to be elected by members or any class or classes of members, such election may but need not be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV
BOARD OF DIRECTORS

1. **General Powers.** The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of New Mexico but must be members of the corporation or the duly designated representative of any member who is a corporation or trust.

2. **Number, Tenure and Qualifications.** The number of directors shall be a minimum of (3) and a maximum of nine (9) as set by the members each year at their annual meeting so long as the total number is an odd number (i.e. 3, 5, 7, or 9). Each Director shall hold office until the next annual meeting of directors and until his or her successor shall have been elected and qualified unless a director resigns or is terminated in accordance with these Bylaws. If a Director resigns or is terminated, that Director will hold office until the effective date of the resignation or the termination. By a two-thirds vote of all Directors at a duly called Special Meeting, the Board of Directors may increase the number of Directors who serve until the next annual meeting of directors to an odd number up to nine.

3. **Annual and Regular Meetings.** An annual meeting of the Board of Directors shall be held on the second Tuesday in the month of November in each year, beginning with the year 2010, immediately following the annual meeting of members, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of New Mexico, such meeting shall be held on the next succeeding business day. If the election of officers shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the directors as soon thereafter as conveniently may be. The Board of Directors may provide by resolution the time and place, within Las Cruces, New Mexico, for the holding of additional regular meetings of the Board without other notice than such resolution.

4. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President, any two Directors or a majority of the Members. The person or persons authorized to call special meetings of the Board may fix any place, within Las Cruces, New Mexico, as the place for holding any special meeting of the Board called by them.

5. **Notice.** Notice of any special meeting of the Board of Directors shall be given at least ten days previously thereto by written notice delivered personally or sent by mail or e-mail to each Director at his or her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when the recipient confirms receipt of the e-mail. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or

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convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these.

6. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

7. **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

8. **Vacancies.** Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors or because a Director died, resigned or was terminated may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

9. **Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

10. **Informal Action by Directors.** Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing which may include an exchange of e-mails, setting forth the action so taken, shall be signed by all of the Directors, which signature may include an "electronic signature" which means an electronic sound, symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document;

11. **Telephonic Meetings.** Directors may participate in a meeting through use of a conference telephone or similar communications equipment, so long as all Directors participating in such meetings can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

ARTICLE V
OFFICERS

1. **Officers.** The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

2. **Election and Term of Office.** The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until

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his or her successor shall have been duly elected and shall have qualified unless the officer resigns or is terminated. If an officer resigns or is terminated, that officer will hold office until the effective date of the resignation or the termination.

3. **Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. **President.** The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The President shall preside at all meetings of the members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation; and, in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6. **Vice President.** In the absence of the President or in event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

7. **Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasure shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

8. **Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation, if any, keep a register of the post-office address of each member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

9. **Assistant Treasurers and Assistant Secretaries.** If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

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ARTICLE VI
COMMITTEES

1. **Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

2. **Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

3. **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

4. **Chairperson.** One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

5. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7. **Rules.** Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS, FUNDS AND GIFTS

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

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2. **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

3. **Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

4. **Gifts.** The Board of Directors may accept on behalf of the corporation and for its benefit any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII
PROPERTY MANAGER

1. **Property Manager**. The Board of Directors through a written contract signed by two officers may delegate the day-to-day operation of the Pueblos Phase 3 Association, Inc. to a property management company selected by the Board of Directors upon terms approved by the Board of Directors.

ARTICLE IX
EXPENDITURES

1. **Budget**. The Board of Directors shall adopt a budget for each fiscal year that shall include the, proposed Assessments required to defray all of the expenses and costs of the accounts contained in Article VIII above. Copies of the budget and proposed assessments shall be transmitted to each Member upon a member's written request and shall also be available from the Treasurer of the Corporation. If the budget is subsequently amended, the amended budget shall be transmitted to each member who has requested a copy of the budget and shall be available at the Treasurer of the Corporation.

2. **Limitations**. No expenditure for any capital addition or improvement having a total cost in excess of $20,000.00 shall be made without the prior approval of the Members at an Association Meeting called for that purpose.

ARTICLE X
ASSESSMENTS

1. **Assessments**. Assessments shall be made as follows:

a. Annual Assessments for each member for each member's contribution to the budget shall be made in accordance with the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development which apply to Phase III, including any future amendments ("CCR"). Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in Phase III and be billed semi-annually in accordance with the CCR.

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b. Special Assessments for each Member for each Member's contribution to the budget shall be made in accordance with the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development which apply to Phase III, including any future amendments.

c. Damage Assessments shall be made in accordance with Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development which apply to Phase III, including any future amendments

d. If a member is in default in the payment of any assessment, the Board of Directors may not fewer than fifteen days after the mailing of a notice to the member by certified mail, declare such member in default and take whatever legal measures it deems appropriate to collect the assessment.

e. All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer or the Treasurer's agent into an account or accounts at a bank to be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be made only by checks signed by two persons so authorized from time to time by the Board of Directors.

ARTICLE XI
BOOKS AND RECORDS

1. **Books and Records.** The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or the member's agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XII
FISCAL YEAR

1. **Fiscal Year.** The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year except the first year shall start on the day the Articles of Incorporation were filed with the New Mexico Public Regulations Commission (June 25, 2010).

ARTICLES XIII
SEAL

1. **Seal.** The Board of Directors may but need not provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal."

ARTICLE XIV
WAIVER OF NOTICE

1. **Waiver.** Whenever any notice is required to be given under the provisions of the New Mexico Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of

the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
INDEMNIFICATION

1. **Indemnification.** The corporation shall indemnify to the extent permitted by New Mexico law any person made a party to any proceeding (as defined in N.M.S.A. 53-8-26) by reason of the fact that the person is or was a director or an officer, or both of the corporation, unless two-thirds of the directors (including any directors seeking indemnity) vote not to provide such indemnity.

ARTICLE XVI
NON-LIABILITY

1. **Non-liability**. The Board of Directors, both as a group and individually, shall not be liable for damages to any Owner within Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development to the fullest extent allowed by New Mexico law, including but not limited to N.M.S.A. 53-8-25, 53-8-25.1, 53-8-25.2 and 53-8-25.3.

ARTICLE XVII
AMENDMENTS TO BYLAWS

1. **Amendments**. These Bylaws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of members at which a proposed amendment is to be considered.

b. A resolution to adopt a proposed amendment may be made by any voting member. An amendment shall be adopted only if approved by a majority of all voting members at a meeting of members.

c. No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments.

d. A copy of each amendment that is approved by the voting Members shall be certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Dona Ana County, New Mexico.

Adopted this 2nd day of July, August 2010.

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

By _____
President
PATRICK VEDRA

e-Recorded 08/16/10 DAC

e-Recorded 08/16/10 DAC

By Linda S. Kriz
Secretary
LINDA KRIZ

ACKNOWLEDGEMENT

STATE OF Texas)
) **ss.**
COUNTY OF Dallas)

This instrument was acknowledged before me this 2 day of ~~July~~ August, 2010, by Patrick Vedra as President of The Pueblos Phase 3 Association, Inc., a New Mexico corporation.

Linda Bittner
NOTARY PUBLIC

My Commission Expires:

5-27-13

LINDA DEAN BITTNER
Notary Public, State of Texas
My Commission Expires
May 27, 2013

ACKNOWLEDGEMENT

STATE OF Texas)
) **ss.**
COUNTY OF Dallas)

This instrument was acknowledged before me this 2 day of ~~July~~ August, 2010, by Linda Kriz as Secretary of The Pueblos Phase 3 Association, Inc., a New Mexico corporation.

Linda Bittner
NOTARY PUBLIC

My Commission Expires:

5-27-13

LINDA DEAN BITTNER
Notary Public, State of Texas
My Commission Expires
May 27, 2013

DONA ANA TITLE CO., INC.
GF 534255 246

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DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

WHEREAS Bright View Land Company (hereinafter referred to as the "Developer") has caused certain real property in Las Cruces, New Mexico, described with respect to Phase 1 in Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into Lots as shown on the plat of The Pueblos at Alameda Ranch Planned Unit Development, having been filed for record with respect to Phase 1 in the real property records of Doña Ana County, New Mexico, the 23rd day of September, 2005, in Plat Record Book 21, pages 349-351; and

WHEREAS the Developer intends through the filing for record of this Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and related documents;

NOW, THEREFORE, the Developer, the owner of all of the lands included within The Pueblos at Alameda Ranch Planned Unit Development as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Planned Unit Development shall hereafter be subject to all of the following covenants, conditions, and restrictions.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. By its execution of this Declaration, the Developer acknowledges its intent that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as a highly desirable residential area. The

purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

ARTICLE II

DEFINITIONS

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

2. Common Areas shall mean and refer to all of the land within The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 of The Pueblos at Alameda Ranch Planned Unit

Development, as well as all individually platted Lots that shall be created as the result of the replatting of the townhouse area into individual Lots to accommodate each housing unit to be constructed thereon, as well as all individually numbered single-family Lots and individually replatted townhouse Lots that shall be shown on the plats of future phases of The Pueblos at Alameda Ranch Planned Unit Development still to be planned and developed.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, subdivided now and in the future by the Developer within or adjoining the Alameda Ranch master-planned area in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, tennis courts, volleyball courts, playgrounds, and similar areas built by the Developer in the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT OWNERS ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. All persons or other parties who own or acquire any of the Lots in The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Planned Unit Development Owners Association,

Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

Until (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the first-year warranty inspection of PUD improvements by the City in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with the Developer. Upon events (a) and (b) above having taken place in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., in accordance with the provisions of the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

Notwithstanding this assumption of responsibility by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., the Developer shall have the non-appealable authority at its sole discretion to continue to maintain and repair the Common Areas and shall bill The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. for the cost of such maintenance and repair, whereupon the Association shall be responsible for paying such bills within thirty days. The Developer shall exercise the discretion referred to above when it believes that the maintenance and repair of the Common Areas by the Association is deficient, and the Developer shall be responsible in such cases to document its position to the Association. If the Association demonstrates the willingness and the ability to resume maintenance and repair of the Common Areas without the intervention of the Developer, the Developer may at its sole discretion refrain from being involved in such maintenance and repair until such time as it

believes that its intervention is again warranted. In any event, the authority of the Developer to exercise its discretion in this matter shall terminate on December 31, 2017.

2. Membership. The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Covenant for Maintenance Assessments. With the exception of the Developer, who is exempt from assessments, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable by December 31st of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special

Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task. In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in the PUD being subject to the same assessment, except as provided for in Paragraphs 1 and 3 of this Article.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the PUD. In order to achieve a harmony of design and a high level of quality and value within the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD, shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD.

2. Appointment Duties. The Developer shall appoint from one to three persons to serve as the Design Control Committee for the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of the PUD and abides by the Design Controls. At any time after the Inaugural Association Meeting, the Developer may, at its sole discretion, transfer to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. the responsibility to appoint one of the persons to serve on the Design Control Committee. Furthermore, if at any time the Developer fails to appoint the persons to serve as the Design Control Committee, The

Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall, upon two weeks' written notice to the Developer, assume the authority to appoint the persons to serve as the Design Control Committee.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common

Areas or neighboring Lots during construction; and to this end the Committee shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the homebuilder to whom approval of plans is given, said deposit to be used by the Committee at its sole discretion for clean up or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the homebuilder upon completion of construction, less any sums expended by the Committee for the clean up or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Committee can require an additional damage deposit; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot (not in the Common Areas, including the rights-of-way) during construction of a house on the Lot. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within the PUD. At the time that each set of plans for construction within the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the PUD insofar as the issues and disputes are related to matters covered by these Covenants

and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

5. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cochères, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the Developer, the builders of homes in the PUD, and real estate agents representing the Developer or the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the Developer, the builders of homes in the PUD, and their agents can occupy houses in the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs that the Developer shall install and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in The Pueblos at Alameda Ranch Planned Unit Development. These restrictions regarding signs shall not

apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of any phase of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from his Lot in The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to $100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of the PUD.

9. Hunting. Hunting of any animals within the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than

five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. Notwithstanding this provision, the Developer has the authority to construct and operate (or delegate the operation of) Recreational Facilities within the PUD at its sole discretion for the use by and the enjoyment of all Owners, and the Developer and the Board of Directors shall jointly establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition,

personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of The PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Developer hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes,

wires, poles, ditches, and conduits, as well as for drainage structures. The Developer may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for the PUD, privacy walls shall be built (a) by the Developer, subject to reimbursement by the party purchasing the Lot from the Developer, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction. Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Developer or the Design Control Committee, either of whom shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the

zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in the PUD must commence on each Lot within thirty-six months of the purchase of the Lot from the Developer. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale to the homebuilders who are approved for the PUD at a price no more than twenty percent greater than the price at which the Owner originally purchased the Lot. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Developer or its successors or assigns shall have the right, but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Developer and the Board of Directors a current email address for the purpose of communicating matters relating to the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal.

ARTICLE VI

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in all

phases of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that the Developer shall record.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Developer, the Design Control Committee, and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within The Pueblos at Alameda Ranch Planned Unit Development. In addition, each Owner of a Lot within the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner.

ARTICLE VIII

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits thereof shall inure to all Lot Owners in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits and burdens of this Declaration shall run with the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development.

2. Termination and Amendment of Covenants. This Declaration shall remain in full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. These

Covenants may be amended by a vote of three-quarters of the votes cast by the Members of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. at annual or special meetings thereof, subject to the concurrence of the Developer as noted below, said vote to be cast at any meeting of the Members duly held in accordance with the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., provided a properly certified copy of the resolution of amendment is placed on record with Doña Ana County upon adoption. Notwithstanding the voting by the Members for amendment of these Covenants, the Developer shall have the sole and non-appealable authority to veto any proposed amendment of these Covenants until December 31, 2017.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the Developer, the Design Control Committee, the Board of Directors, or any Owner to enforce any provision of these Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Condominium. These Covenants shall not be construed to prevent a Lot or the improvements thereon from being submitted as a plan of condominium ownership, and the recordation of a plan of condominium ownership for a Lot or the improvements thereon shall not be construed as a subdivision of the Lot or the improvements thereon.

6. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements

thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein.

7. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of said covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

8. Captions. The captions, article numbers, and paragraph numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Declaration or in any way modify or affect this Declaration.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands of all of the phases described and subdivided, now and in the future, as The Pueblos at Alameda Ranch Planned Unit Development, has executed this instrument this 3rd day of January, 2006.

BRIGHT VIEW LAND COMPANY

by _____
John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 3rd day of January, 2006, by John T. Moscato, as President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2/15/2006

By _____
Notary Public

1872

DESIGN CONTROLS FOR

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of the PUD so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses, walls, and front-yard landscaping, as well as alterations and additions thereto, within the PUD shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer.

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the PUD, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Lot Owners should note that, although this process of approval requires only one submittal of one complete set of plans, it is advisable and strongly recommended that a preliminary design conference be held with a representative of the Design Control Committee so that the party submitting plans can get an initial reaction to the proposed design prior to going to the expense of creating a complete set of

plans. At the preliminary review stage, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations, the floor plan, and the site plan.

Construction plans submitted for final review shall be in the form of one complete set and include the level of detail required for obtaining a building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces.

Landscaping plans shall include a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the PUD, the Developer has commissioned landscaping guidelines, a list of approved plants, and sample landscaping plans that the Owners shall emulate in the creation of landscaping plans for their Lots; these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

Neither the Developer nor the Design Control Committee seeks to restrict individual preferences but does want to avoid harsh contrasts within the PUD and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the PUD, combined with the design of the PUD, is the creation of an outstanding, visually attractive neighborhood. To this end, the Developer has established a general design theme for the PUD that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring such exterior elements as multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways, porte-cochères, side-entry garages, terra-cotta tile, and a

general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that shall be permitted and the level of design detail that shall be the goal of every house plan for the PUD, the Developer has commissioned three elevation sketches for the PUD that Owners shall emulate in the creation of elevation designs for the houses on their Lots; these three elevation sketches appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the PUD. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the PUD. In essence, unless a setback variance or amendment to the PUD has been granted, the building pad for each single-family Lot is the entire Lot less a front setback of 20 feet or 25 feet (depending on orientation of the garage), a rear setback of 20 feet, and side setbacks of 20 feet and zero feet. Owners should take particular note that the PUD has been designed for the vast majority of houses to be zero-lot-line patio homes. Owners should refer to the construction plans for the PUD, and should confirm with the Developer, to determine which side setback shall be the zero-lot-line setback and should refer to the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD, and should confirm with the Developer, to ascertain if any variances to setbacks apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of

all attached and detached houses proposed for the Lot, the setbacks for which are indicated on the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum and maximum sizes of the living area of a house within the PUD (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a single-family house, a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a house on a townhouse Lot, a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a townhouse Lot being allocated to the first story. In addition, for a single-family house, the width of the front elevation, excluding the front courtyard wall, shall be within ten feet of the maximum width permitted on that Lot.

2. Number of Stories. A detached single-family house shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A house on a townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a townhouse Lot shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the PUD infrastructure. For the purpose of measuring maximum height, a

roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height.

4. Parapets and Roofs. Parapets shall extend a minimum of one and one-half feet above any point in the adjoining truss system. The inner sides of parapets and the surface of flat roofs shall be coated with a material in a color similar to the stucco color of the house. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Design Control Committee

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gain the opportunity include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the PUD. The preferred location of the HVAC units is a fenced, walled, or otherwise screened and sound-insulated enclosure along the rear of a house or toward the

rear of the side yard of a house. The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on townhouse Lots in the PUD but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Period of Construction. All construction and alteration work shall be prosecuted diligently. Any building of a new house on any Lot within the PUD shall be entirely completed within eight months after commencement of construction. Any alterations or additions to an existing house on any Lot within the PUD shall be entirely completed within four months after commencement of construction.

8. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Design Control Committee cannot unreasonably delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the PUD: none of the aforementioned equipment, as well as equipment to receive high-speed internet or other signals, shall be installed within the front yard (that is, any street-side yard) of any house; no satellite dish more than one meter in diameter shall be installed anywhere in the PUD; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the

installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the PUD.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, electric service boxes, gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the PUD shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the PUD, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the PUD. The location of such utility apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. No used, previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design Control Committee. No building shall be occupied in any manner prior to its completion.

11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the PUD at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the PUD shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive.

12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. No solar panels shall be permitted in the PUD.

14. Driveways. All driveways in the PUD shall be concrete unless a variance is granted by the Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the PUD shall be more than nine feet in height. With the exception of being left slightly open for ventilation, all garage doors shall be shut when not in use. The Design Control Committee shall require that at least one-third of the single-family houses in the PUD shall be designed and built so that the garage doors are perpendicular to the street. Furthermore, the Committee shall limit to three the maximum number of single-family houses in the PUD that are on adjacent Lots and are designed and built so that the garage doors are parallel to the street.

16. Front Courtyard Walls. Each single-family house in the PUD shall include a front courtyard wall the serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which

shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the PUD, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the PUD rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the PUD, no tree or shrub shall be planted close enough to the zero-lot-line of the adjoining Lot so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house. Furthermore, no Lot shall contain any tree or shrub that, upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being obstructed by a tree or shrub on another Lot can bring the matter to the attention of the Design Control Committee, which has the authority to require the Owner of the Lot containing the tree or shrub to trim it to eliminate the obstruction. In addition, the landscaping of each Lot shall be substantially completed prior to first occupancy of a house on each Lot.

In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the PUD in accordance with Paragraph 19 of Article V of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, privacy walls constructed of

rock shall be built as follows. First, the Developer shall build a four-foot high wall along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity. Second, the homebuilder of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house on the zero-lot-line. The height of this wall shall be the greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. For the purpose of consistency, only the contractor hired by the Developer to build the rear walls shall be hired by a homebuilder to build the side walls, unless the Design Control Committee issues a waiver to that restriction.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas. Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible party.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands of all of

the phases described and subdivided, now and in the future, as The Pueblos at Alameda Ranch Planned Unit Development, has executed this instrument this 3rd day of January, 2006.

BRIGHT VIEW LAND COMPANY

by _____

John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 3rd day of January, 2006, by John T. Moscato, as President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2/4/2006

By _____
Notary Public

1883

ARTICLES OF INCORPORATION OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

OWNERS ASSOCIATION, INC.

The undersigned, as the Incorporator under and pursuant to Sec 53-8-1 et seq., *New Mexico Statutes Annotated* (1978 Compilation), otherwise known as the Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

ARTICLE II

The period of duration for this corporation is perpetual.

ARTICLE III

The purpose for which the corporation is organized is, first, to maintain and repair in perpetuity the Common Areas within all phases of The Pueblos at Alameda Ranch Planned Unit Development after (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD; and, second, for other purposes approved by the corporation's Board of Directors, all such tasks to be undertaken for the mutual benefit of the Owners of Lots in the PUD. To this end, the corporation is authorized to engage in necessary and proper business.

ARTICLE IV

The name and address of the corporation's initial Registered Agent are as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

ARTICLE V

The sole director constituting the initial Board of Directors shall be as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

ARTICLE VI

The name and address of the Incorporator are as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand on this 3rd day of January, 2006.

John T. Moscato

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEGRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 4/15/2006

By
Notary Public

1885

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY THE CORPORATION'S INITIAL REGISTERED AGENT

To the State Corporation Commission
State of New Mexico

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, who, being duly sworn, acknowledged to me that he does accept his appointment as the initial Registered Agent of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., the non-profit corporation that is named in the foregoing Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Non-Profit Corporation Act, Sec. 53-8-1 et seq., *New Mexico Statutes Annotated* (1978 Compilation).

JOHN T. MOSCATO
Registered Agent
1327 Fairway Drive
Las Cruces, NM 88007

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2/5/2006

By _____
Notary Public

1886

BYLAWS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

OWNERS ASSOCIATION, INC.

1. Identity. These are the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. Members of the Association shall be the record title Owners of all Lots within all phases of The Pueblos at Alameda Ranch Planned Unit Development, a planned unit development located in the City of Las Cruces, New Mexico.

2. Association Meetings. Association Meetings shall be held as follows:

a. All Members shall be notified via the Official Community Web Portal of the time and place of any Association Meeting, said notice to be posted not less than fifteen days prior to the meeting.

b. The Inaugural Association Meeting shall be held within ninety days of (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD.

c. The Annual Association Meeting shall be held on the third Tuesday in December of each year or on such date as the Association's Board of Directors may decide, for the purpose of electing Directors and transacting any business authorized by the Members.

d. A Special Association Meeting shall be held whenever called by the President of the Board of Directors or a majority of the Board of Directors, or whenever requested in writing by a total of one-third of the Members.

e. A quorum shall consist of one-tenth of the total number of Members. For purposes of considering whether or not a quorum is present, a Member shall be counted once for each Lot that a Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to

Subparagraph 2 (a) above. A quorum at the subsequent Association Meeting shall consist of one-twentieth of the total number of Members.

f. Votes may be cast in person or by proxy. Votes by proxy shall be recognized only when the proxy is signed by the record Owner or by the person designated by a certificate of appointment.

3. Voting. The Association shall have one class of membership. An Owner of multiple Lots shall be entitled to one vote for each Lot, but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by a married couple, the right of that couple to cast a single vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a trust or a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the trustee of the trust or the president of the corporation. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the record ownership of the Lot.

4. Directors. The business of the Association shall be managed by a Board of Directors as follows:

a. Except as noted below, the Board shall consist of at least seven and not more than eleven Directors elected by and from among the Members. The exact number (which shall be an odd number) shall be determined by the Members at the time of the election of the Board of Directors. The foregoing notwithstanding, the initial Board of Directors, until the Inaugural Association Meeting is held, shall consist of a sole director, John T. Moscato.

b. Election of Directors shall be conducted at the Inaugural Association Meeting and at each Annual Association Meeting. Nominations for Directors shall be made via the Official Community Web Portal and from the floor. The election shall be by ballot and by a plurality of votes cast, each Member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled.

c. Any Director may be removed by concurrence of two-thirds of the votes of all of the Members at a

Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by the Members at the same meeting.

d. Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by the remaining Directors.

e. Each Director shall be elected for a term of two years, except that the Board elected at the Inaugural Association Meeting shall contain at least three Directors whose terms shall expire in one year.

5. Directors' Meetings. The Directors shall hold meetings as follows:

a. Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of Regular Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.

b. Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of Special Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.

c. Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

d. A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

6. Powers and Duties of the Board of Directors. All of the powers and duties of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

7. Officers. The officers of the Association and the Board of Directors shall be elected at the initial Board meeting and thereafter annually by the Board of Directors and shall be as follows:

a. The President, who shall be the chief executive officer of the Association and of the Board of Directors, and who shall have all of the powers and duties that are normally vested in the office of President, including, but not limited to, the power to appoint committees from among the Members from time to time;

b. The Secretary, who shall be the recording officer of the Association and of the Board of Directors, who shall attend to all necessary notices, who shall keep the records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President; and

c. The Treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order, who shall arrange for an annual outside audit of the financial books of the Association, and who shall perform all other duties related to the officer of Treasurer.

d. Officers and Directors shall receive no compensation for the performance of their duties but shall have the authority to hire personnel to assist in the performance of their duties.

8. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate and as shall be subject to modification by the Board as necessary:

a. "Current Expenses," which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. (The Association's fiscal year shall be the calendar year, with the exception of the first fiscal year, which shall begin on the date of the Inaugural Association Meeting and end on December 31st of that year.) The balance in this fund at the end of each fiscal year may, at the Board's sole discretion, be applied to reduce the Annual Assessments for the succeeding year.

b. "Reserve for Deferred Maintenance and Replacement," which shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.

c. "Capital Improvements," which shall include the funds to be used for capital expenditures for additional improvements.

9. Expenditures. The expenditure of funds shall be determined as follows:

a. Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed Assessments required to defray all of the expenses and costs of the accounts contained in Paragraph 8 above. Copies of the budget and proposed Assessments shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. If the budget is subsequently amended, the amended budget shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption.

b. Limitations. No expenditure for any capital addition or improvement having a total cost in excess of $20,000.00 shall be made without the prior approval of the Members at an Association Meeting called for that purpose.

10. Assessments. Assessments shall be made as follows:

a. Annual Assessments for each Member for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in the PUD and shall be prorated for the initial year of ownership, but no liability shall accrue until (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD.

b. Special Assessments for each Member for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

c. Damage Assessments shall be made in accordance with Articles IV and V of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

d. If a Member is in default in the payment of any assessment, the Board of Directors may, not fewer than fifteen days after the mailing of a notice to the Member by certified mail, declare such Member in default and take whatever measures it deems appropriate to collect the assessment.

e. All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.

Withdrawal of funds from such accounts shall be made only by checks signed by two persons so authorized from time to time by the Board of Directors.

11. Board of Directors Not Liable. The Board of Directors, both as a group and individually, shall not be liable for damages to any Owner within The Pueblos at Alameda Ranch Planned Unit Development by reason of any action or failure to act. Any party acquiring title to any property in The Pueblos at Alameda Ranch Planned Unit Development does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

12. Amendments. These Bylaws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association Meeting at which a proposed amendment is to be considered.

b. A resolution to adopt a proposed amendment may be made by any voting Member. An amendment shall be adopted only if approved by a majority of voting Members at an Association Meeting.

c. No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments. No amendment shall affect the provision in Paragraph 11 above concerning the absence of liability for the Board of Directors.

d. A copy of each amendment that is approved by the voting Members shall be certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

The foregoing are adopted as the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. by the undersigned sole Owner of the property in The Pueblos at Alameda Ranch Planned Unit Development and shall be attached to and recorded with the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

IN WITNESS WHEREOF, John T. Moscato, President of Bright View Land Company, has executed this instrument this 3rd day of January, 2006.

Bright View Land Company

by: _____

John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, President of Bright View Land Company, a Delaware corporation, who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 1/5/2006

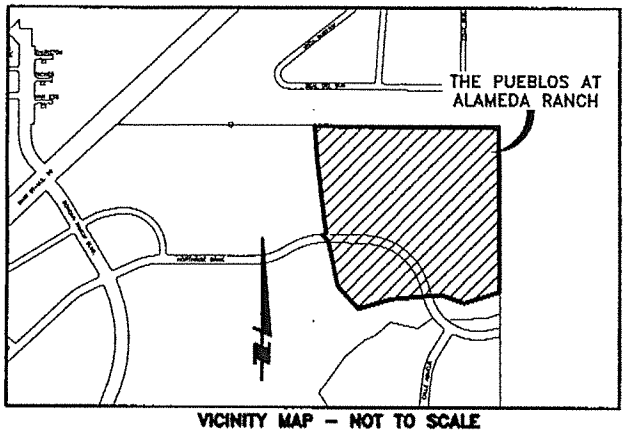
by: _____

Notary Public

1893

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 18, 2005



VICINITY MAP - NOT TO SCALE

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, AND CONTAINS 67.441 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS _____ DAY OF

_____, 2005.

_____
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 2005, BY JOHN T. MOSCATO.

_____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____.

PLAT NO. _____ RECEPTION NO. _____
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY

OF _____, 2005 AT _____ O'CLOCK AND DULY RECORDED

IN PLAT RECORD _____, PAGE(S) _____ FILED IN THE RECORDS OF SAID COUNTY.

_____
COUNTY CLERK

_____
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDER-GROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: _____ DATE: _____

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE: _____

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDER-GROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE: _____

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: _____ DATE: _____
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
DIRECTOR OF UTILITIES

BY: _____ DATE: _____
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

_____ _____
CHAIRMAN DATE

_____ _____
SECRETARY DATE

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

_____ _____
KERY W. GREINER, PS 9761 DATE OF SURVEY

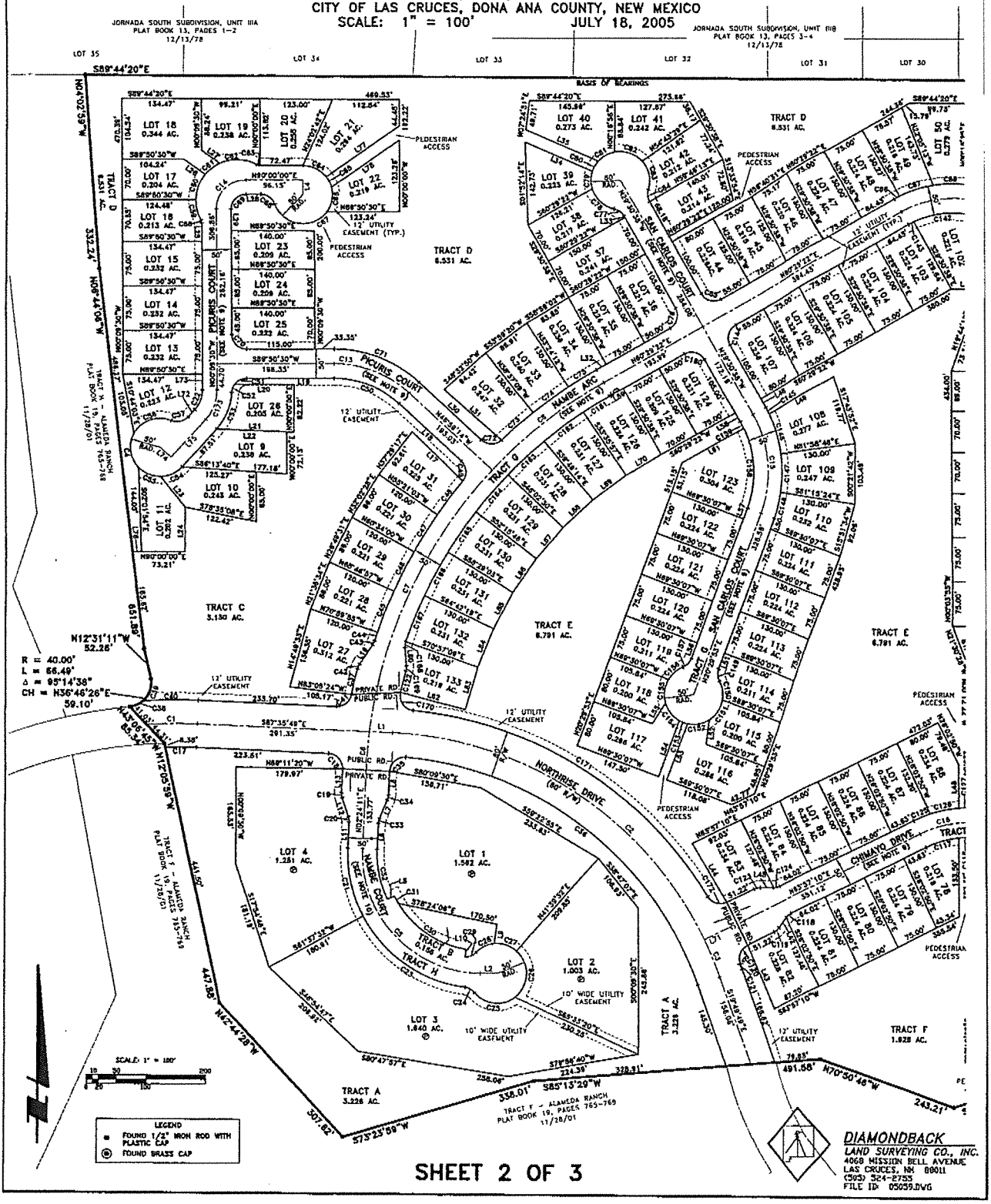
DIAMONDBACK
LAND SURVEYING CO., INC.
4060 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

1894

Ex. A

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
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CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



SHEET 2 OF 3

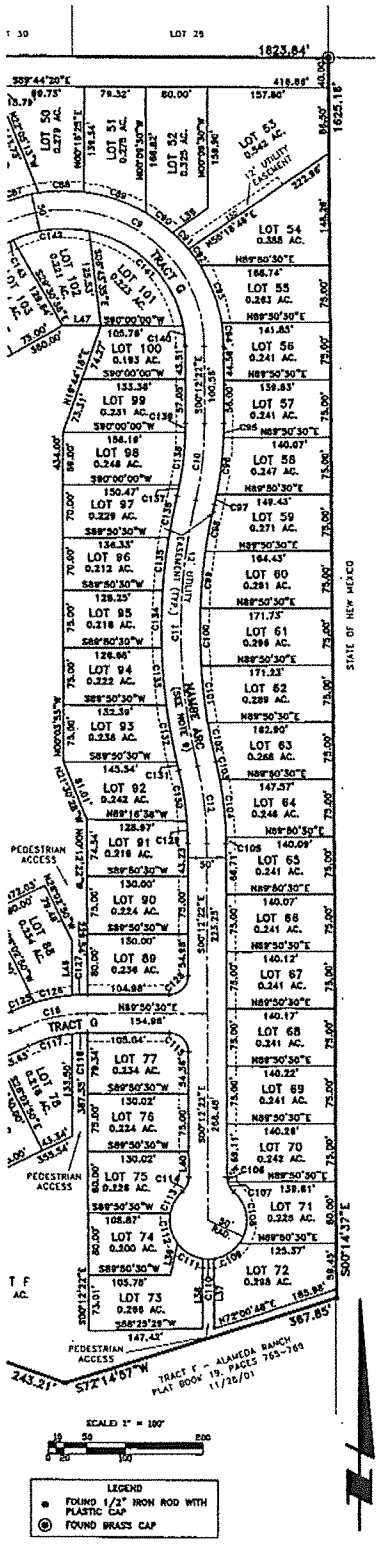
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2753
FILE ID: 05059.DWG

1895

Ex. A

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
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CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	800.00'	85.57'	S89°29'18"W	85.53'	6°07'43"
C2	530.00'	696.03'	N36°48'19"E	644.47'	81°42'39"
C3	820.00'	97.37'	N22°36'18"E	97.24'	6°48'01"
C4	30.00'	53.09'	N07°21'30"E	46.69'	72°18'02"
C5	200.00'	323.55'	S34°47'54"E	288.71'	92°41'11"
C6	30.00'	53.09'	N54°51'37"W	46.69'	72°18'02"
C7	800.00'	488.88'	N32°07'22"W	481.81'	35°48'48"
C8	800.00'	244.02'	S51°45'04"W	243.08'	17°28'38"
C9	180.00'	374.41'	S03°51'36"W	310.67'	119°15'15"
C10	430.00'	102.31'	N06°21'36"E	102.07'	13°38'05"
C11	780.00'	353.79'	S00°12'22"E	350.75'	26°57'05"
C12	455.00'	102.31'	N06°56'36"W	102.07'	12°28'30"
C13	180.00'	138.09'	N68°24'42"W	134.73'	43°10'18"
C14	80.00'	125.66'	N00°12'22"W	113.21'	90°00'00"
C15	820.00'	174.36'	N06°30'43"W	169.67'	12°10'31"
C16	200.00'	90.27'	S76°53'50"W	89.90'	25°51'20"
C17	780.00'	52.54'	N89°33'36"W	52.53'	3°51'18"
C18	25.00'	39.27'	N45°12'38"E	35.36'	90°00'00"
C19	25.00'	8.87'	N07°32'36"E	8.82'	20°33'23"
C20	25.00'	8.87'	N07°01'36"W	8.82'	20°33'23"
C21	225.00'	119.30'	S12°44'23"E	117.91'	30°21'15"
C22	80.00'	34.83'	N53°16'10"E	33.96'	42°11'20"
C23	225.00'	217.87'	S56°41'53"E	209.48'	55°28'48"
C24	25.00'	18.88'	N81°47'22"W	18.44'	43°16'53"
C25	80.00'	78.38'	S83°53'36"W	99.15'	57°29'30"
C26	50.00'	88.18'	N01°49'40"E	77.18'	101°05'01"
C27	80.00'	41.58'	N72°18'36"W	40.09'	29°47'23"
C28	30.00'	55.00'	S84°05'23"W	34.39'	40°04'42"
C29	25.00'	20.28'	N67°26'47"E	20.00'	47°09'30"
C30	182.00'	142.85'	S36°11'44"E	138.98'	90°02'30"
C31	25.00'	14.39'	S28°32'28"E	14.20'	32°58'27"
C32	175.00'	98.74'	S11°47'47"E	83.88'	32°19'37"
C33	25.00'	8.87'	S12°48'51"W	8.82'	20°33'23"
C34	25.00'	8.87'	N12°40'32"E	8.82'	20°33'23"
C35	25.00'	20.31'	N48°28'28"W	20.00'	46°32'30"
C36	800.00'	681.24'	N32°31'51"W	658.80'	48°48'48"
C37	840.00'	45.15'	S12°44'28"W	45.14'	3°04'46"
C38	40.00'	34.84'	N89°30'00"E	33.63'	49°54'16"
C39	40.00'	41.85'	N12°54'47"E	39.71'	60°31'30"
C40	840.00'	83.79'	S86°14'18"W	83.74'	5°43'44"
C41	25.00'	35.43'	N51°46'13"E	32.54'	81°11'54"
C42	25.00'	8.88'	S2°47'11"W	8.83'	20°20'26"
C43	25.00'	8.88'	N17°33'15"E	8.83'	20°20'26"
C44	825.00'	15.41'	N28°16'41"E	15.41'	1°04'15"
C45	825.00'	73.10'	S21°39'54"W	73.08'	5°04'57"
C46	825.00'	78.10'	S26°48'31"W	78.08'	5°25'57"
C47	825.00'	78.10'	S32°14'28"W	78.08'	5°25'57"
C48	825.00'	71.87'	S37°04'41"W	71.85'	4°59'32"
C49	25.00'	37.80'	N02°46'24"W	34.30'	86°37'40"
C50	180.00'	120.54'	N68°34'32"W	117.72'	42°50'16"
C51	25.00'	39.18'	S81°18'28"W	35.28'	89°47'48"
C52	25.00'	18.82'	S12°28'30"W	18.40'	43°06'54"
C53	100.00'	99.59'	N22°09'04"E	99.01'	56°05'36"
C54	80.00'	41.18'	N88°36'51"E	40.00'	47°08'23"
C55	80.00'	41.18'	S42°14'50"E	40.00'	47°09'23"
C56	80.00'	41.18'	S89°23'40"E	40.00'	47°09'23"
C57	25.00'	39.27'	N77°17'44"E	35.36'	90°01'44"
C58	10.00'	8.00'	N14°38'08"W	8.00'	38°37'18"
C59	70.00'	36.24'	S14°41'36"E	35.85'	29°40'26"
C60	25.00'	39.27'	S45°12'38"W	35.36'	90°00'00"
C61	70.00'	31.72'	S54°45'08"W	31.45'	25°57'41"
C62	70.00'	85.08'	N87°40'23"W	80.18'	69°38'29"
C63	10.00'	8.00'	S78°31'21"E	8.00'	36°37'18"
C64	30.00'	52.36'	N53°30'04"W	46.07'	99°59'55"
C65	30.00'	30.41'	N28°58'21"W	29.17'	57°33'11"
C66	30.00'	44.44'	N11°09'05"E	42.98'	56°50'41"
C67	30.00'	106.13'	N81°29'41"E	88.25'	123°44'48"
C68	25.00'	39.27'	N55°46'06"W	35.37'	90°01'44"
C69	25.00'	39.27'	S34°45'53"W	35.37'	90°00'00"
C70	15.00'	38.27'	S45°08'36"E	29.38'	90°00'00"
C71	210.00'	156.23'	N66°54'22"W	134.31'	42°36'58"
C72	25.00'	37.80'	N89°41'36"E	34.30'	86°37'40"
C73	825.00'	73.10'	S23°36'36"W	73.08'	5°04'57"
C74	825.00'	73.10'	S55°36'36"W	73.08'	5°04'57"
C75	825.00'	86.08'	N86°32'36"W	86.04'	5°58'54"
C76	25.00'	39.27'	N12°36'24"E	35.36'	90°00'00"
C77	25.00'	21.03'	N53°34'11"W	20.41'	48°11'23"
C78	80.00'	83.08'	S47°17'46"E	80.61'	59°29'50"
C79	80.00'	21.13'	S09°58'26"E	20.63'	15°08'34"
C80	50.00'	20.28'	S30°24'09"W	20.18'	23°14'32"
C81	80.00'	22.41'	N80°18'32"W	22.33'	16°03'04"
C82	80.00'	21.21'	N21°37'37"E	48.00'	58°41'05"
C83	80.00'	83.08'	N11°43'26"W	80.61'	59°29'50"
C84	25.00'	21.03'	N09°34'36"E	20.41'	48°11'23"
C85	25.00'	39.27'	S71°45'36"E	35.36'	90°00'00"
C86	259.00'	19.57'	S41°58'00"W	19.57'	4°37'19"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C87	305.00'	81.47'	S72°03'02"W	81.21'	17°18'46"
C88	205.00'	81.47'	S89°21'50"W	80.97'	16°38'34"
C89	205.00'	88.78'	N79°54'56"W	88.13'	24°48'52"
C90	205.00'	43.44'	N63°00'34"W	43.36'	11°36'00"
C91	205.00'	50.33'	N43°31'15"W	50.21'	6°28'41"
C92	205.00'	38.64'	N34°53'28"W	38.62'	7°34'46"
C93	205.00'	80.22'	N19°37'36"W	79.71'	22°25'18"
C94	205.00'	30.59'	N05°28'36"W	30.55'	8°32'37"
C95	490.00'	18.00'	N00°54'28"E	18.00'	2°06'01"
C96	490.00'	78.48'	N05°32'11"E	78.39'	9°10'31"
C97	490.00'	13.55'	N13°28'57"E	13.54'	1°35'08"
C98	730.00'	62.96'	S10°46'55"E	62.94'	4°56'31"
C99	730.00'	78.98'	S05°18'57"E	78.94'	6°12'02"
C100	730.00'	78.98'	S00°53'04"E	78.94'	6°12'02"
C101	730.00'	73.01'	S04°43'34"E	72.97'	5°44'02"
C102	730.00'	82.16'	S11°27'18"E	82.15'	6°27'18"
C103	490.00'	24.43'	N12°28'27"W	24.43'	2°51'35"
C104	490.00'	78.48'	N05°32'11"E	78.39'	9°10'31"
C105	490.00'	8.28'	N00°43'26"W	8.28'	1°01'37"
C106	25.00'	8.95'	S07°01'16"E	8.85'	20°31'07"
C107	25.00'	13.06'	S31°58'53"E	14.85'	34°55'43"
C108	80.00'	74.43'	N02°31'32"W	67.80'	88°55'34"
C109	50.00'	35.90'	N58°37'14"E	37.83'	41°54'46"
C110	80.00'	15.04'	N89°52'14"E	15.00'	17°18'14"
C111	80.00'	26.86'	S88°15'06"E	37.85'	47°56'06"
C112	50.00'	41.26'	S13°18'01"E	40.12'	47°18'18"
C113	80.00'	52.85'	S28°15'45"W	33.34'	37°38'42"
C114	25.00'	21.03'	N23°55'25"E	20.41'	48°11'23"
C115	25.00'	38.26'	N42°10'36"W	34.34'	87°37'08"
C116	175.00'	20.04'	S86°32'06"W	20.03'	6°33'44"
C117	175.00'	86.62'	S72°54'44"W	86.52'	28°21'00"
C118	25.00'	11.37'	S55°26'28"W	11.27'	26°03'26"
C119	25.00'	11.37'	N52°30'28"W	11.27'	26°03'26"
C120	25.00'	36.69'	N21°40'32"W	33.44'	84°03'18"
C121	680.00'	8.88'	N02°11'36"W	8.88'	0°44'51"
C122	780.00'	57.88'	N11°07'38"E	57.88'	4°15'00"
C123	25.00'	11.37'	S76°54'50"W	11.27'	26°03'26"
C124	25.00'	11.37'	N76°58'36"E	11.27'	26°03'26"
C125	25.00'	11.37'	S52°32'44"W	11.27'	26°03'26"
C126	25.00'	38.26'	N44°48'04"E	34.37'	87°40'54"
C127	410.00'	28.28'	N02°15'07"W	28.28'	4°06'12"
C128	410.00'	57.07'	N06°34'44"W	46.98'	8°01'21"
C129	775.00'	11.24'	S12°15'16"E	11.24'	0°51'18"
C130	775.00'	78.13'	S15°05'48"E	78.13'	5°47'08"
C131	775.00'	78.13'	S20°53'56"E	78.13'	5°47'08"
C132	775.00'	78.13'	S26°42'05"E	78.11'	5°46'44"
C133	775.00'	75.00'	S32°15'17"E	75.03'	5°32'54"
C134	775.00'	50.07'	S11°11'49"E	56.08'	4°08'43"
C135	410.00'	14.47'	N12°13'43"W	14.47'	2°08'34"
C136	410.00'	88.81'	N06°14'14"W	88.63'	12°24'47"
C137	410.00'	11.93'	N00°37'44"E	11.93'	1°40'18"
C138	188.80'	26.54'	N05°06'49"W	28.51'	8°40'40"
C139	155.00'	183.88'	N44°51'04"W	173.15'	68°00'04"
C140	155.00'	18.17'	N78°11'12"W	18.16'	6°43'01"
C141	155.00'	10.57'	S82°26'36"W	10.57'	3°54'31"
C142	25.00'	39.27'	S12°28'23"W	35.36'	90°00'00"
C143	220.00'	17.82'	N07°55'01"E	13.82'	4°38'40"
C144	220.00'	71.10'	N11°11'49"E	71.10'	18°31'09"
C145	220.00'	80.83'	N02°21'46"E	80.38'	21°03'42"
C146	220.00'	46.16'	N13°53'14"E	46.08'	11°46'17"
C147	220.00'	21.03'	N23°55'25"E	20.41'	48°11'23"
C148	25.00'	21.03'	N09°34'36"E	20.41'	48°11'23"
C149	25.00'	39.27'	N71°45'36"W	35.36'	90°00'00"
C150	80.00'	41.34'	N13°12'34"E	40.15'	29°37'11"
C151	80.00'	39.80'	N73°36'26"E	37.65'	46°42'31"
C152	80.00'	18.68'	S89°20'02"E	18.64'	13°23'01"
C153	80.00'	15.04'	S89°20'02"E	15.00'	17°18'14"
C154	80.00'	34.81'	S39°35'35"E	37.82'	44°45'41"
C155	80.00'	52.85'	S28°15'45"W	33.34'	37°38'42"
C156	80.00'	15.04'	S89°20'02"E	15.00'	17°18'14"
C157	80.00'	32.85'	S48°39'44"E	32.32'	37°36'24"
C158	80.00'	21.03'	N44°35'44"E	20.41'	48°11'23"
C159	175.00'	138.82'	N07°24'28"W	138.12'	45°26'27"
C160	175.00'	12.69'	N27°14'41"E	12.69'	4°09'00"
C161	25.00'	39.27'	N72°06'36"W	35.36'	90°00'00"
C162	775.00'	86.31'	S09°28'42"W	86.26'	6°22'15"
C163	775.00'	86.13'	S03°17'34"W	86.11'	6°22'15"
C164	775.00'	86.13'	S03°04'41"E	86.11'	6°22'15"
C165	775.00'	86.13'	S09°26'56"E	86.11'	6°22'15"
C166	775.00'	86.13'	S15°49'12"E	86.11'	6°22'15"
C167	775.00'	86.13'	S22°10'30"E	86.11'	6°22'15"
C168	25.00'	10.28'	N07°18'36"W	10.21'	23°33'18"
C169	28.00'	8.78'	N09°31'24"E	8.78'	30°55'04"
C170	28.00'	42.48'	S30°58'11"E	37.34'	87°33'16"
C171	680.00'	611.87'	N54°06'06"W	590.81'	51°33'43"
C172	25.00'	39.27'	S71°45'11"E	35.36'	90°00'00"
C173	75.00'	83.23'	N20°58'16"E	79.09'	63°36'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°39'48"E	39.13'
L2	N89°30'00"E	28.22'
L3	S88°30'30"W	28.00'
L4	N00°00'00"W	25.00'
L5	N44°00'16"E	13.50'
L6	N52°24'11"E	64.47'
L7	N32°57'31"E	33.88'
L8	N52°24'11"E	38.98'
L9	N06°11'38"E	53.67'
L10	N00°27'40"E	17.17'
L11	N05°24'11"E	44.47'
L12	N18°08'19"W	53.95'
L13	N02°24'11"E	40.67'
L14	N52°24'11"E	0.18'
L15	N18°48'40"E	42.16'
L16	N34°32'28"E	38.14'
L17	S48°28'11"E	120.84'
L18	N41°38'14"E	144.50'
L19	S89°30'30"W	148.33'
L20	N89°29'30"E	100.00'
L21	N87°48'38"E	130.88'
L22	N87°48'38"E	119.39'
L23	S32°41'51"E	88.87'
L24	N00°00'00"E	79.89'
L25	N00°08'30"E	31.24'
L26	S84°43'50"E	44.84'
L27	N89°51'30"E	38.80'
L28	N89°00'00"W	28.44'
L29	N00°08'30"E	57.16'
L30	N48°58'15"W	144.80'
L31	N89°51'30"E	130.65'
L32	N89°29'22"E	18.89'
L33	N29°39'28"E	3.18'
L34	N89°33'28"W	125.34'
L35	N89°33'28"W	123.38'
L36	N89°18'48"E	58.22'
L37	N00°08'30"E	90.79'
L38	N00°08'30"E	90.80'
L39	N12°28'27"E	61.82'
L40	N00°12'22"W	53.58'
L41	N00°12'22"E	133.50'
L42	N32°53'42"E	33.98'
L43	N00°12'22"W	118.10'
L44	N30°47'28"W	118.60'
L45	S89°28'21"E	32.56'
L46	N00°12'22"W	72.30'
L47	N00°00'00"E	80.00'
L48	S29°30'38"E	17.18'
L49	N89°29'22"E	130.15'
L50	N20°29'53"E	18.44'
L51	N89°29'30"E	38.29'
L52	N07°30'18"E	41.80'
L53	N00°29'38"E	101.65'
L54	N30°28'53"E	101.43'
L55	N32°53'42"E	41.80'
L56	N89°29'30"E	38.29'
L57	N00°29'53"E	18.44'
L58	N29°30'38"W	17.18'
L59	N00°29'22"E	22.84'
L60	N0°30'10"E	30.79'
L61	N89°29'30"E	119.78'
L62	S73°37'42"E	114.24'
L63	N15°21'52"E	78.80'
L64	N22°11'03"E	70.00'
L65	N67°48'57"W	70.00'
L66	N34°37'38"E	70.00'
L67	N40°38'52"E	70.00'
L68	N41°04'08"E	70.00'
L69	N48°31'48"E	70.00'
L70	N89°08'44"E	70.00'
L71	N83°37'10"E	81.81'
L72	N42°01'30"E	38.86'
L73	N90°00'00"E	28.83'
L74	S47°58'10"E	25.00'
L75	N42°01'30"E	87.41'
L76	N90°00'00"E	15.10'
L77	N54°40'24"E	131.73'
L78	N54°40'24"E	140.84'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. MINIMUM SETBACKS:

LOTS 9-133		LOTS 1-4	
FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'	FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'
REAR - 20'	2 STORY MAX HEIGHT 32'	REAR - 20'	2 STORY MAX HEIGHT 32'
SIDE - 0' OR 20'	15' SIDE STREET SETBACK	SIDE - 0' OR 20'	15' SIDE STREET SETBACK

THE FRONT SETBACK MAY BE 20' IF THE GARAGE IS TURNED 90 DEGREES TO THE STREET. IN THIS CASE THE GARAGE AND/OR THE HOUSE MAY BE WITHIN 20' OF THE RIGHT OF WAY; OTHERWISE, THE ENTIRE STRUCTURE MUST BE SETBACK AT LEAST 25'. SETBACKS CAN BE ADJUSTED WHEN REQUIRED ADMINISTRATIVELY.

LOT 1 WILL HAVE A SIDE SETBACK ADJACENT TO THE CUL-DE-SAC OF 35' BECAUSE OF ITS FLAG LOT SHAPE. LOTS 21-24 WILL HAVE A 15' SIDE SETBACK. LOT 44 WILL HAVE A 15' SETBACK ON THE EAST SIDE. LOTS 107 AND 124 WILL HAVE A 15' SIDE SETBACK.

6. TRACTS A-F ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED.
7. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF.
8. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
9. TRACT G CONSISTS OF NAMBE ARC, PICURIS COURT, SAN CARLOS COURT, AND CHIMAYO DRIVE. TRACT G WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
10. TRACT H CONSISTS OF NAMBE COURT. TRACT H WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
11. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0917C.
12. LOT NUMBERS 5-8 WILL NOT BE USED.
13. LOTS 1-4 SHALL PROVIDE 18,000 CUBIC FEET OF ON-LOT PONDING TO BE MAINTAINED BY THE LOT PURCHASER. THIS VOLUME MAY BE DIVIDED INTO MULTIPLE PONDS.

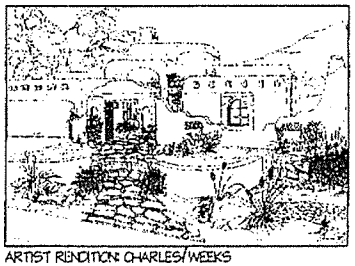
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

SHEET 3 OF 3

1896

Ex. A

CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS



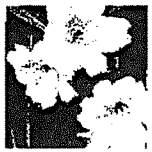
ORNAMENTAL GRASS, 5 GAL.



4 PURPLE TRAILING LANTANA, 1 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS (2)



8 STELLA DE ORO DAYLILLY, 1 GALLON



3 PINK GAURA, 1 GALLON



WATER FEATURE



3 DAYLANTA 5 GALLON

FLAGSTONE PATIO

EXISTING KIVA FIREPLACE



2 ORNAMENTAL GRASS, 5 GALLON

EXISTING COURTYARD WALL

3 TREE BEARGRASS, 15 GALLON



1 PROSTRATE ROSEMARY, 5 GALLON

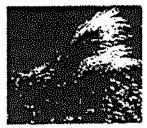


2 DESERT WILLOW, 24" BOX





2 FORESTERIA, 15 GALLON



12 MEXICAN FEATHER GRASS 1 GALLON

ELEVATION CHANGE

SMOOTH SALT RIVER ROCK

BERM EARTH NEAR BOULDERS

ASSORTED BOULDERS, 2'x3' & 1'x2'



1 CHERRY SAGE, 5 GAL.



2 SALVIA AZURE, 5 GALLON

SMOOTH SALT RIVER ROCK

FLAGSTONE WALKWAY

EXISTING 2' HIGH GARDEN WALL

3/4" SIERRA BROWN ROCK

3/4" DESERT TAN ROCK



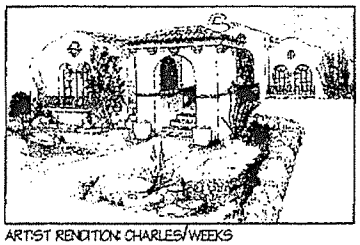
1 PRICKLY PEAR, 15 GALLON

LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for BrightView Land Co. Northrise Drive Las Cruces, NM	
ARMARC	1300-G El Paseo Rd. #148 Las Cruces, NM 88001 Office: 505-523-5501 Fax: 505-647-5988 Cell: 505-649-9093 www.armandolandscape.com ortarmando@aol.com License: #87687
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 1 of 3

1897

Ex. B

CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS

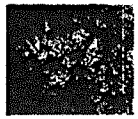


OCOTILLO, 15 GAL, 10' TALL



2 OSTENA, 5 GAL.

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER



3 DWARF INDIAN HAWTHORN, 5 GALLON



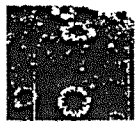


CRAPE MYRTLE, 24" BOX, MULTI-TRUNK

1" ATMOSPHERIC VACUM BREAKERS IN DEKKORA ROCK ENCLOSURE



2 TEXAS MOUNTAN LAUREL, 24" BOX, MULTI-TRUNK



7 BLANKET FLOWER, 1 GALLON

ELEVATION CHANGE BERM THIS AREA



2 TECOMA STANS SUNRISE, 15 GALLON



6 PROSTRATE ROSEMARY, 5 GALLON



5 DIETES BICOLOR, 1 GALLON

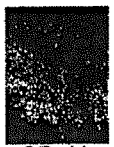
3/4" DESERT TAN ROCK

3/8" ROSE ROCK

ASSORTED BOULDERS, 2'x3' & 1'x2'

SWALE

BERM AREA AROUND BOULDERS



2 RED YUCCA, 5 GALLON



DRY-STACKED STONE

SMOOTH SALT RIVER ROCK SWALE



PURPLE FOUNTAIN GRASS, 5 GAL. IN DECORATIVE POT



3 SOFTLEAF YUCCA, 15 GALLON

1998

Ex. B

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARMARC
1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office 505•523•5501
Fax 505•647•5988
Cell: 505•649•9095
www.armarclandscapes.com
armando@aol.com
License #87687

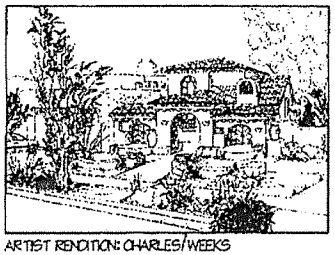
date: 8/31/05

design: armando orta, horticulturist

scale: nts

sheet 2 of 3

CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES/WEEKS



CAROLINA CHERRY LAUREL, 15 GALLON



MEDITERRANEAN FAN PALM, 15 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

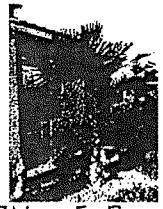
1" ATMOSPHERIC VACUUM BREAKERS



BRADFORD PEAR, 24" BOX, 2" CALIPER



3 RAIN LILY 1 GALLON



3 MEXICAN FAN PALM, 8' TRUNK, BARE-ROOT



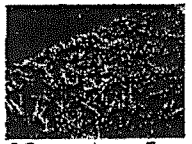
WALL FOUNTAIN

ASSORTED BOULDERS

SMOOTH SALT RIVER ROCK



COMPACT NANDINA, 15 GALLON

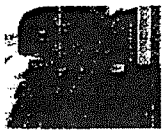


6 BUFFALO JUNIPER, 5 GALLON

SMOOTH SALT RIVER ROCK, SWALED

BERM AREA AROUND BOULDERS

3 MEDITERRANEAN FAN PALM, 15 GALLON





PRIDE OF HOUSTON HOLLY, 24" BOX

ASSORTED BOULDERS, 2x3' & 1x2'

3/4 ' ROSE ROCK

3/4" ARROYO ROCK, 33% OF FRONT AREA ELEVATION CHANGE

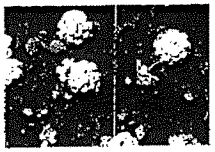
EXISTING GARDEN WALL



2 RAN LILY, 1 GALLON



4 PURPLE LANTANA, 1 GALLON



6 GOLD MOUND LANTANA, 1 GALLON

1849

EX. B

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARMARC LANDSCAPES
1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office: 505-523-5501
Fax: 505-647-5988
Cell: 505-649-9095
www.armarclandscapes.com
ortarmando@aol.com
License #87687

date: 8/31/05

design: armando orta, horticulturist

scale: nts

sheet 3 of 3

DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32" or 1/16"=1'. Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans:
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and free-standing fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor praire grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings,

Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan). Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.
All plant material must conform to the standards set forth in the *American Standard For Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

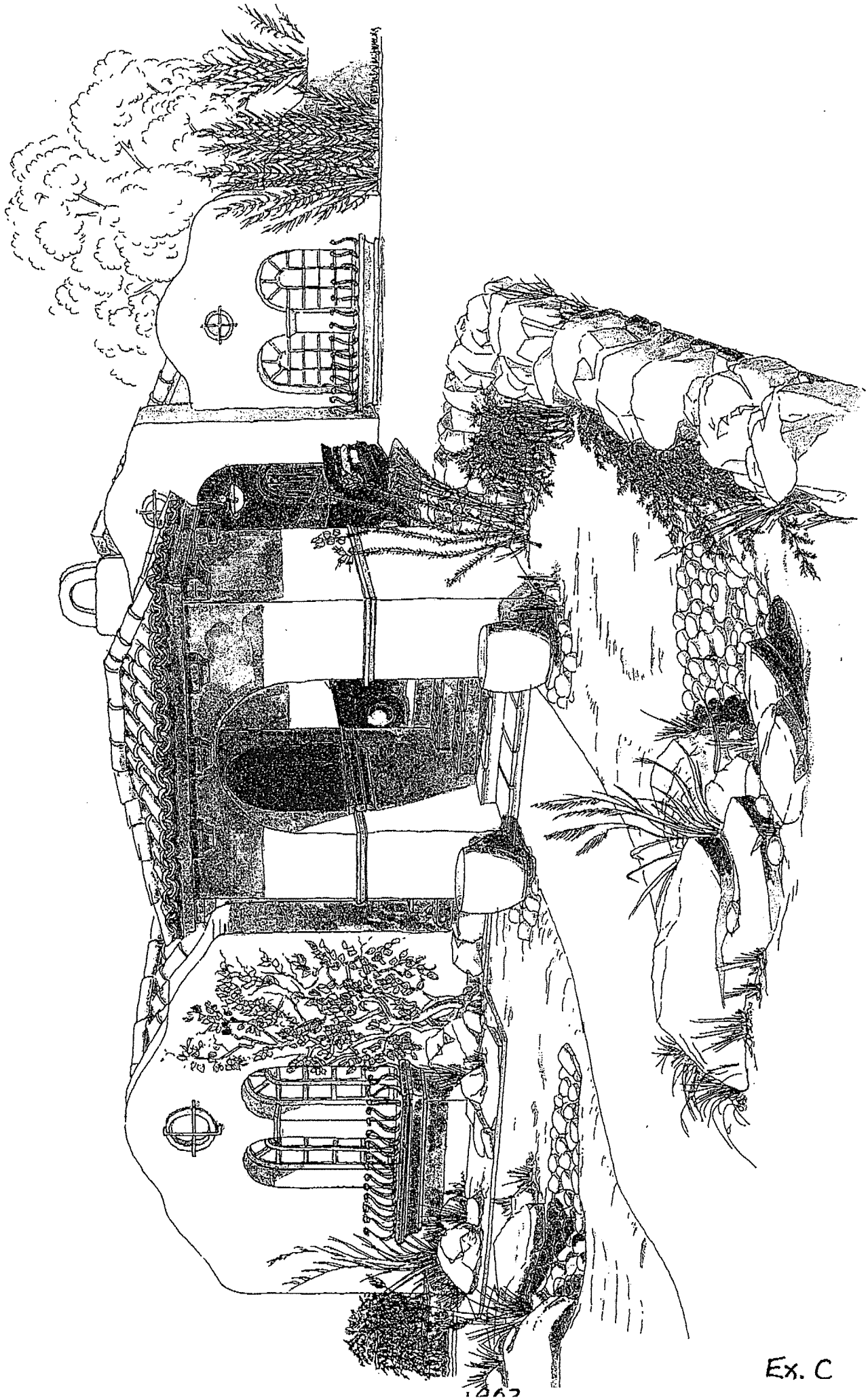
Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree is required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses) are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

1902

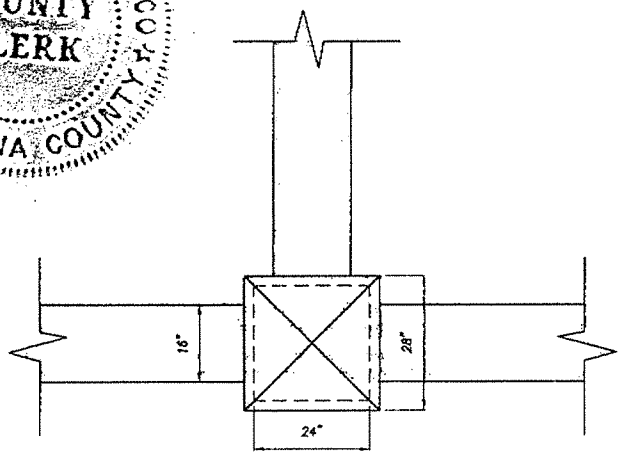
Ex. C



Ex. C

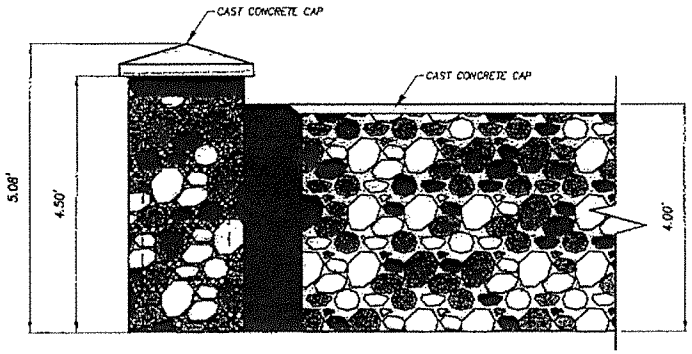
1900

Ex. C

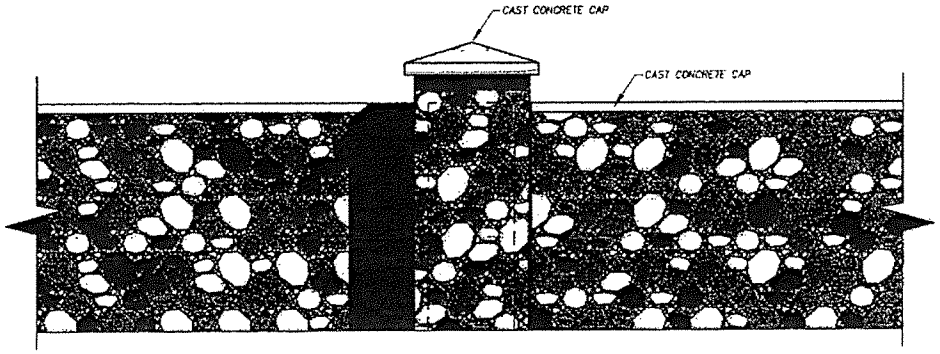


PLAN VIEW
SCALE 1"=1'

NORTH



EAST ELEVATION
SCALE 1"=1'



NORTH ELEVATION
SCALE 1"=1'

THE PUEBLOS AT
ALAMEDA RANCH

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
6/30/05	WALL PRESENTATION

dantan ventures, inc.
architecture · engineering · planning
2460 moondancer parkway
las cruces, nm. 88011
o 575.525.0141
fax 505.312.6406
email: dan@dantan.com

SHEET
1
OVERALL

STATE OF NEW MEXICO
COUNTY
CLERK
DONA ANA COUNTY

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 209
I hereby certify tha s
instrument was filed
recording JAN 04 2008 d on

at 12:03 'clock P M
Book 1627 Page 1853-1905
of the Records of said County.
Rita Torres, County Clerk
BY: Rita Torres DEPUTY

1905

Ex. D

4 of 7

GF 919859/LAG

ADDENDUM TO DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

Whereas Bright View Land Company (hereinafter referred to as the "Developer") has caused, and will continue to cause, certain real property in Las Cruces, New Mexico, to be surveyed, subdivided, and platted into lots known collectively as The Pueblos at Alameda Ranch Planned Unit Development; and

Whereas the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and other related documents, were recorded in Book 674, Pages 1853-1905, in the Records of Doña Ana County, New Mexico, said Declaration containing the statement that "all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and related documents;"

NOW, THEREFORE, the Developer does hereby reaffirm that all of the lands included within said Planned Unit Development area, specifically Phases 1, 2, and 3 in their entirety, as well as any and all additional phases, shall hereafter be subject to all of the covenants, conditions, and restrictions that were recorded as noted above.

IN WITNESS WHEREOF, the Developer has executed this instrument this 30th day of November, 2006.

550

Bright View Land Company

by John Moscato, President
John Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 30th day of November, 2006, by John Moscato, President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

8/5/07

By
Notary Public

STATE OF NEW MEXICO
COUNTY
CLERK
DONA ANA COUNTY

4198 1

DEC 01 2006

5:03

708 550-551

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

Recorded07/07/2010DAC

The Pueblos at Alameda Ranch Association, Inc. (Association) hereby amends and restates the Declaration of Protective Covenants, Conditions, and Restrictions of the Pueblos at Alameda Ranch Planned Unit Development (Original Declaration) dated January 3, 2006 as amended and originally recorded in Book 674, pages 1853-1905 the records of the County recorder for Doña Ana County, New Mexico on January 4, 2006 as follows:

GEOGRAPHICAL SCOPE

These Amended and Restated Declaration (Restated Declaration) apply to the following real estate located in Doña Ana County, New Mexico which is The Pueblos at Alameda Ranch Planned Unit Development (PUD):

See Attached Exhibit A

Phase 1 of the PUD is described on the attached Exhibit A-1.

Phase 2 of the PUD is described on the attached as Exhibit A-2

Phase 3 of the PUD is described on attached Exhibit A-3.

PURPOSE

The Original Declaration is being amended and restated for the following reasons:

1. To incorporate all previous amendments into one document;

2. Because Bright View Land Company is no longer involved as the Developer and there is no replacement Developer, to remove all references to the Developer; and

3. To separate the management and control of Phases 1 and 2 of the Pueblos at Alameda Ranch Planned Unit Development from the management and control of Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development, with the result that Phases 1 and 2 will be managed and controlled by the Association, Inc. and Phase 3 will be managed and controlled by The Pueblos Phase 3 Association, Inc.

WHEREAS the Association intends through the filing for record of this Amended and Restated Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, shall be subject to this Restated Declaration and related documents;

NOW, THEREFORE, the Association does hereby declare and acknowledge that all of the lands included within said Planned Unit Development are subject to all of the following covenants, conditions, and restrictions.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. The intent of this Restated Declaration is that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as highly desirable residential areas. The purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

Recorded07/07/2010DAC

ARTICLES II – VII APPLY ONLY TO PHASES 1 AND 2 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

Recorded07/07/2010DAC

ARTICLE II

DEFINITIONS

These Definitions apply to Articles II – VII:

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Association, Inc. (Association), as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of the Association.

2. Common Areas shall mean and refer to all of the land within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to Phases 1 and 2 of the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in Phases 1 and 2 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phases 1 and 2.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phases 1 and 2 of the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Association, Inc. All persons or other parties who own or acquire any of the Lots in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Association, Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

Recorded07/07/2010DAC

The responsibility to maintain and repair the Common Areas in Phase 1 and Phase 2 of the PUD shall reside with the Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Association, Inc. and this Restated Declaration. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Association shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phases 1 and 2, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to the Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Association in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors

Recorded07/07/2010DAC

by November 15th of each year, in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phases 1 and 2, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to Phases 1 and 2 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phases 1 and 2 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

Recorded07/07/2010DAC

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phases 1 and 2 of the PUD being subject to the same assessment.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phases 1 and Phases 2 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phases 1 and 2 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phases 1 and 2 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD, shall be performed by a licensed homebuilder or a licensed subcontractor thereof) whose approval to engage in construction within Phases 1 and 2 of the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for Phases 1 and 2 of the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Association. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any

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houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD.

2. Appointment Duties. The Association shall appoint from one to three persons to serve as the Design Control Committee for Phases 1 and 2 of the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phases 1 and 2 of the PUD and abides by the Design Controls for those phases.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

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Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phases 1 and 2 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the homebuilder to whom approval of plans is given, said deposit to be used by the Committee at its sole discretion for clean up or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the homebuilder upon completion of construction, less any sums expended by the Committee for the clean up or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Committee can require an additional damage deposit; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 1 and 2 (not in the Common Areas, including the rights-of-way) during construction of a house on a Lot in Phases 1 and 2. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-

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way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phases 1 and 2 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phases 1 and 2 of the PUD. At the time that each set of plans for construction within Phases 1 and 2 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phases 1 and 2 of the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within Phases 1 and 2 of the PUD insofar as the issues and disputes are related to matters covered by these Covenants and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within Phases 1 and 2 of the PUD. Any homebuilder or other party acquiring title to any Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phases 1 and 2 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including

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but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction (including one set of all plans so submitted) in the PUD prior to the filing of these Amended and Restated Declarations and thereafter for Phases 1 and 2 and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

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ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 1 and 2 of the PUD, and

real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the builders of homes in Phase 1 and 2 of the PUD, and their agents can occupy houses in Phase 1 and 2 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phases 1 and 2 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phases 1 and 2 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. No billboards or signs may be erected or displayed on any Lot or on any of the common areas in Phases 1 and 2 of the PUD, except (a) existing PUD identification signs or others that the Association shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, and (c) one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that

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townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to $100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phases 1 and 2 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within Phase 1 and 2 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 1 and 2 of the PUD.

9. Hunting. Hunting of any animals within Phase 1 and 2 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within Phases 1 and 2 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee

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as being unobtrusive. Notwithstanding this provision, the Association has the authority to construct and operate (or delegate the operation of) Recreational Facilities within Phases 1 and 2 of the PUD at its sole discretion for the use by and the enjoyment of all Owners in Phases 1 and 2, and the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of the Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to

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be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phases 1 and 2 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phases 1 and 2 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phases 1 and 2 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phases 1 and 2 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phases 1 and 2 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of Phases 1 and 2 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

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18. Easements Reserved. The Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phases 1 and 2, the Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phases 1 and 2 of the PUD, privacy walls shall be built (a) by the Association, subject to reimbursement by the party purchasing the Lot in Phases 1 or Phase 2, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Association decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the

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house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, whom shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

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22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phases 1 and 2 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a pending area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phases 1 and 2 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phases 1 and 2 of the PUD must commence on each Lot within thirty-six months of the purchase of the Lot. If the Owner of any Lot in Phases 1 and 2 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale to the homebuilders who are approved for Phases 1 and 2 of the PUD at a price no more than twenty percent greater than the price at which the Owner originally purchased the Lot. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Association or its assigns shall have the right,

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but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phases 1 and 2 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed hi the Official Community Web Portal.

ARTICLE VI

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that are or shall be recorded.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed

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by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phases 1 and 2 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

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ARTICLES VIII – XIII APPLY ONLY TO PHASE 3 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

ARTICLE VIII

DEFINITIONS

The following definitions apply to Articles VIII – XIII.

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos Phase 3 Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos Phase 3 Association, Inc.

2. Common Areas shall mean and refer to all of the land within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-

way, the entry gates, the open space tracts, the activity paths, the recreational facilities, and the drainage structures, all of which exist for the mutual benefit of the Owners of Lots in Phase 3 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phase 3, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phase 3.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on Exhibit "E-1", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-410 in the records of Dona Ana County, New Mexico, and Exhibit "E-2", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 Replat No. 2 recorded on April 9, 2008 in Plat Record 22, Pages 458-459 in the records of Dona Ana County, New Mexico as well as all individually platted Lots that may be created as the result of the subdivision or replatting of Lots 101-104 of Exhibit "E-1".

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Phase 3 Association shall mean The Pueblos Phase 3 Association, Inc., a New Mexico non-profit corporation.

7. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phase 3.

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8. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof.

9. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phase 3 of the PUD for the use of all Owners.

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ARTICLE IX

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

1. Membership in The Pueblos Phase 3 Association, Inc. All persons or other parties who own or acquire any of the Lots in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of the Phase 3 Association in accordance with the Articles of Incorporation and the Bylaws of the Phase 3 Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

The responsibility to maintain and repair the Common Areas in Phase 3 of the PUD shall reside with the Phase 3 Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Phase 3 Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Phase 3 Association shall have one class of membership. Each Owner in Phase 3 shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phase 3, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to Phase 3 Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Phase 3 Association, Inc. in accordance with Paragraph 4 of this Article and with Articles X and XI of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following the formation of the Phase 3 Association and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phase 3, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would

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be beneficial to Phase 3 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phase 3 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Phase 3 Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2011, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at a Phase 3 Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles X and XI of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phase 3 of the PUD being subject to the same assessment.

ARTICLE X

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phase 3 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phase 3 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all

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property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phase 3 of the PUD, shall be performed by a licensed homebuilder for licensed subcontractor thereof.

2. Appointment Duties. The Board may appoint at least three persons (and always an odd number) to serve as the Design Control Committee for Phase 3 of the PUD. Board members may serve on the Design Control Committee; and in the absence of an appointment of a Design Control Committee, the Design Control Committee shall be the Board. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phase 3 of the PUD and abides by the Design Controls.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be installed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and delivered in a manner by which time of receipt can be

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verified. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phase 3 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be authorized by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a fee of $200.00 from the homebuilder to whom approval of plans is given, said fee to be provided by the Board, to offset any costs that may be incurred by the Phase 3 Association for clean up or repair made necessary by any construction. In the event that damages exceeding $200.00 are caused in the Common Area or neighboring lots by construction on a Lot, the Committee can require an additional damage fee; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 3 (not in the Common Areas, including the rights-of-way) during construction of a house on the Lot in Phase 3. Furthermore, these Covenants strictly forbid the following practices: unloading or storing

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construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phase 3 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phase 3 of the PUD. At the time that each set of plans for construction within Phase 3 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phase 3 of the PUD at that time. It should be understood by all Owners that it is not the intent of these Covenants or the Design Controls to obstruct or otherwise unreasonably restrict the construction of homes in the Phase 3 of the PUD. The Committee shall be responsible for addressing issues and disputes governing all construction activities within the Phase 3 of the PUD. However, insofar as the issues and disputes are related to matters covered by these Covenants and the Design Control, and the decisions and actions of the Committee, such issues and disputes may be appealed to the Board in writing. Upon appeal, the Board may ratify, overrule, modify or otherwise amend the Committee's decision within 15 days. If the Board takes no action within such time, the committee's decision is deemed final.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with

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regulations governing construction activities within Phase 3 of the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phase 3 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE XI

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction

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trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 3 of the PUD, and real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that, the builders of homes in Phase 3 of the PUD, and their agents can occupy houses in Phase 3 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phase 3 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phase 3 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs already constructed or such additional signs as the Board may authorize and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, except one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

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5. No Resubdivision. No Lot except for Lots 101 thru 104 of Exhibit E-1, otherwise known as the Final Plat for the Pueblos at Alameda Ranch, Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-10 in the records of Dona Ana County, New Mexico, shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner for the cost of the clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phase 3 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of 2, 3 or 4 wheel commonly known as ATVs shall be prohibited within Phase 3 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 3 of the PUD.

9. Hunting. Hunting of any animals within Phase 3 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

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10. Recreational Activities. The installation or use outdoors within Phase 3 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. With regard to the Constructed Recreational Facilities in Phase 3 of the PUD (all of which are for the enjoyments of all Phase 3 owners), the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of Phase 3 Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces, New Mexico.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for

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loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phase 3 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phase 3 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phase 3 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phase 3 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phase 3 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel,

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sand, rock, and earth, shall ever be permitted within the limits of Phase 3 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Phase 3 Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phase 3, the Phase 3 Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phase 3 of the PUD, privacy walls shall be built (a) by the Owner along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Committee decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

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20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. In the case of an area designed for zero-lot-line homes in Phase 3 of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, which shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction

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or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phase 3 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phase 3 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phase 3 of the PUD must commence by December 31, 2015. If the Owner of any Lot in Phase 3 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale at a price no more than twenty percent of the median sale price of homes on equivalent lot size in the Pueblos Phase 3 over the preceding twelve months. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in

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Phase 3 of the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Board or its successor or assigns shall have the right, but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phase 3 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal as may be constructed by the Board.

ARTICLE XII

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD for Phase 3 and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that the Board shall record.

ARTICLE XIII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for

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thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phase 3 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner. The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

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ARTICLE XIV

THIS ARTICLE XIV APPLIES TO PHASES 1, 2 AND 3 OF THE PUD.

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits of Articles I and XIV shall inure to all Lot Owners in Phases 1, 2 and 3 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles II – VII thereof shall inure to all Lot Owners in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles VIII– XIII thereof shall inure to all Lot Owners in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits and burdens of

this Declaration shall run with the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, as applicable.

2. Termination and Amendment of Covenants. This Restated Declaration shall remain in full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. Articles I and XIV of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association and a three-quarters of the votes of The Pueblos Phase 3 Association Inc. at annual or special meetings of each entity, Articles II and VII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association at an annual or special meeting, and Articles VIII-XIII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of The Pueblos Phase 3 Association Inc. at an annual or special meeting. All said votes to be cast at meetings duly noticed, called and held in accordance with each entity's Articles of Incorporation and Bylaws, provided a properly certified copy of the resolution of amendment is placed on record with Dona Ana County upon adoption.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the applicable Design Control Committee, the applicable Board of Directors, or any authorized Owner to enforce

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any provision of these new Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Condominium. These Covenants shall not be construed to prevent a Lot or the improvements thereon from being submitted as a plan of condominium ownership, and the recordation of a plan of condominium ownership for a Lot or the improvements thereon shall not be construed as a subdivision of the Lot or the improvements thereon.

6. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein as applicable to that party's Lot or Lots.

7. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of said covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

8. Captions. The captions, article numbers, and paragraph numbers appearing in this Restated Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Restated Declaration or in any way modify or affect this Restated Declaration.

IN WITNESS WHEREOF, the Pueblos at Alameda Ranch Association, Inc. by its duly authorized officer has executed this instrument this 6 day of ~~June~~ July, 2010.

Pueblos at Alameda Ranch Association, Inc

By _____

MICHAEL FLOYD, President

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STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

This instrument was acknowledged before me on this 6TH day of ~~June~~ JULY, 2010, by MICHAEL FLOYD, as President of Pueblos at Alameda Ranch Association, Inc., a New Mexico non- profit corporation.

Ellen S. Perry
Notary

My commission expires:
SEPTEMBER 7, 2011

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STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

AMENDMENT TO COVENANTS
PAGES: 40

I Hereby Certify That This Instrument Was Filed for Record On The 7TH Day Of July, 2010 at 02:25:42 PM
And Was Duly Recorded as Instrument #1017863
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy Cindy Cm County Clerk, Dona Ana, NM

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Instrument # 1023329 E-Recorded 08/16/2010 02:40:32 PM
DECLARATION OF COVENANTS Pages: 123 CYNTHIAC
Lynn J. Ellins, Dona Ana County Clerk

DATC 1479881

This document is being re-recorded in correction of that certain document recorded on July 7, 2010 as Document No. 1017863 to correct the following: inclusion of copies of subdivision plats labeled as Exhibits A-1, A-2, and A-3, Design Controls for The Pueblos at Alameda Ranch Planned Unit Development and Design Controls for The Pueblos at Alameda Ranch Phase 3, Exhibits B, C, and D, and Articles of Incorporation and Bylaws of The Pueblos Phase 3 Association, Inc.

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AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

The Pueblos at Alameda Ranch Association, Inc. (Association) hereby amends and restates the Declaration of Protective Covenants, Conditions, and Restrictions of the Pueblos at Alameda Ranch Planned Unit Development (Original Declaration) dated January 3, 2006 as amended and originally recorded in Book 674, pages 1853-1905 the records of the County recorder for Doña Ana County, New Mexico on January 4, 2006 as follows:

GEOGRAPHICAL SCOPE

These Amended and Restated Declaration (Restated Declaration) apply to the following real estate located in Doña Ana County, New Mexico which is The Pueblos at Alameda Ranch Planned Unit Development (PUD):

STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

See Attached Exhibit A

Phase 1 of the PUD is described on the attached Exhibit A-1.

Phase 2 of the PUD is described on the attached as Exhibit A-2

Phase 3 of the PUD is described on attached Exhibit A-3.

PURPOSE

The Original Declaration is being amended and restated for the following reasons:

1. To incorporate all previous amendments into one document;

2. Because Bright View Land Company is no longer involved as the Developer and there is no replacement Developer, to remove all references to the Developer; and

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3. To separate the management and control of Phases 1 and 2 of the Pueblos at Alameda Ranch Planned Unit Development from the management and control of Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development, with the result that Phases 1 and 2 will be managed and controlled by the Association, Inc. and Phase 3 will be managed and controlled by The Pueblos Phase 3 Association, Inc.

WHEREAS the Association intends through the filing for record of this Amended and Restated Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, shall be subject to this Restated Declaration and related documents;

NOW, THEREFORE, the Association does hereby declare and acknowledge that all of the lands included within said Planned Unit Development are subject to all of the following covenants, conditions, and restrictions.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. The intent of this Restated Declaration is that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as highly desirable residential areas. The purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

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ARTICLES II – VII APPLY ONLY TO PHASES 1 AND 2 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

ARTICLE II

DEFINITIONS

These Definitions apply to Articles II – VII:

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Association, Inc. (Association), as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of the Association.

2. Common Areas shall mean and refer to all of the land within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to Phases 1 and 2 of the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in Phases 1 and 2 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2.

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4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phases 1 and 2.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phases 1 and 2 of the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Association, Inc. All persons or other parties who own or acquire any of the Lots in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Association, Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

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The responsibility to maintain and repair the Common Areas in Phase 1 and Phase 2 of the PUD shall reside with the Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Association, Inc. and this Restated Declaration. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Association shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phases 1 and 2, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to the Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Association in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors

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by November 15th of each year, in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phases 1 and 2, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to Phases 1 and 2 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phases 1 and 2 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

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Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phases 1 and 2 of the PUD being subject to the same assessment.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phases 1 and Phases 2 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phases 1 and 2 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phases 1 and 2 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD, shall be performed by a licensed homebuilder or a licensed subcontractor thereof) whose approval to engage in construction within Phases 1 and 2 of the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for Phases 1 and 2 of the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Association. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any

houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD.

2. Appointment Duties. The Association shall appoint from one to three persons to serve as the Design Control Committee for Phases 1 and 2 of the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phases 1 and 2 of the PUD and abides by the Design Controls for those phases.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

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Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phases 1 and 2 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the homebuilder to whom approval of plans is given, said deposit to be used by the Committee at its sole discretion for clean up or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the homebuilder upon completion of construction, less any sums expended by the Committee for the clean up or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Committee can require an additional damage deposit; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 1 and 2 (not in the Common Areas, including the rights-of-way) during construction of a house on a Lot in Phases 1 and 2. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-

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way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phases 1 and 2 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phases 1 and 2 of the PUD. At the time that each set of plans for construction within Phases 1 and 2 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phases 1 and 2 of the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within Phases 1 and 2 of the PUD insofar as the issues and disputes are related to matters covered by these Covenants and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within Phases 1 and 2 of the PUD. Any homebuilder or other party acquiring title to any Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phases 1 and 2 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including

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but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction (including one set of all plans so submitted) in the PUD prior to the filing of these Amended and Restated Declarations and thereafter for Phases 1 and 2 and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 1 and 2 of the PUD, and

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real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the builders of homes in Phase 1 and 2 of the PUD, and their agents can occupy houses in Phase 1 and 2 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phases 1 and 2 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phases 1 and 2 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. No billboards or signs may be erected or displayed on any Lot or on any of the common areas in Phases 1 and 2 of the PUD, except (a) existing PUD identification signs or others that the Association shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, and (c) one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that

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townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to $100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phases 1 and 2 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within Phase 1 and 2 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 1 and 2 of the PUD.

9. Hunting. Hunting of any animals within Phase 1 and 2 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within Phases 1 and 2 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee

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as being unobtrusive. Notwithstanding this provision, the Association has the authority to construct and operate (or delegate the operation of) Recreational Facilities within Phases 1 and 2 of the PUD at its sole discretion for the use by and the enjoyment of all Owners in Phases 1 and 2, and the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of the Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to

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be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phases 1 and 2 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phases 1 and 2 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phases 1 and 2 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phases 1 and 2 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phases 1 and 2 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of Phases 1 and 2 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

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18. Easements Reserved. The Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phases 1 and 2, the Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phases 1 and 2 of the PUD, privacy walls shall be built (a) by the Association, subject to reimbursement by the party purchasing the Lot in Phases 1 or Phase 2, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Association decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the

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house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, whom shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

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22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phases 1 and 2 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a pending area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phases 1 and 2 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phases 1 and 2 of the PUD must commence on each Lot within thirty-six months of the purchase of the Lot. If the Owner of any Lot in Phases 1 and 2 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale to the homebuilders who are approved for Phases 1 and 2 of the PUD at a price no more than twenty percent greater than the price at which the Owner originally purchased the Lot. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Association or its assigns shall have the right,

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but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phases 1 and 2 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed hi the Official Community Web Portal.

ARTICLE VI

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that are or shall be recorded.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed

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by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phases 1 and 2 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

ARTICLES VIII – XIII APPLY ONLY TO PHASE 3 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

ARTICLE VIII

DEFINITIONS

The following definitions apply to Articles VIII – XIII.

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos Phase 3 Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos Phase 3 Association, Inc.

2. Common Areas shall mean and refer to all of the land within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-

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way, the entry gates, the open space tracts, the activity paths, the recreational facilities, and the drainage structures, all of which exist for the mutual benefit of the Owners of Lots in Phase 3 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phase 3, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phase 3.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on Exhibit "E-1", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-410 in the records of Dona Ana County, New Mexico, and Exhibit "E-2", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 Replat No. 2 recorded on April 9, 2008 in Plat Record 22, Pages 458-459 in the records of Dona Ana County, New Mexico as well as all individually platted Lots that may be created as the result of the subdivision or replatting of Lots 101-104 of Exhibit "E-1".

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Phase 3 Association shall mean The Pueblos Phase 3 Association, Inc., a New Mexico non-profit corporation.

7. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phase 3.

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8. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof.

9. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phase 3 of the PUD for the use of all Owners.

ARTICLE IX

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

1. Membership in The Pueblos Phase 3 Association, Inc. All persons or other parties who own or acquire any of the Lots in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of the Phase 3 Association in accordance with the Articles of Incorporation and the Bylaws of the Phase 3 Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

The responsibility to maintain and repair the Common Areas in Phase 3 of the PUD shall reside with the Phase 3 Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Phase 3 Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Phase 3 Association shall have one class of membership. Each Owner in Phase 3 shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

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3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phase 3, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to Phase 3 Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Phase 3 Association, Inc. in accordance with Paragraph 4 of this Article and with Articles X and XI of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following the formation of the Phase 3 Association and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phase 3, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would

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be beneficial to Phase 3 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phase 3 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Phase 3 Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2011, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at a Phase 3 Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles X and XI of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phase 3 of the PUD being subject to the same assessment.

ARTICLE X

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phase 3 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phase 3 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all

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property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phase 3 of the PUD, shall be performed by a licensed homebuilder for licensed subcontractor thereof.

2. Appointment Duties. The Board may appoint at least three persons (and always an odd number) to serve as the Design Control Committee for Phase 3 of the PUD. Board members may serve on the Design Control Committee; and in the absence of an appointment of a Design Control Committee, the Design Control Committee shall be the Board. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phase 3 of the PUD and abides by the Design Controls.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be installed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and delivered in a manner by which time of receipt can be

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verified. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phase 3 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be authorized by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a fee of $200.00 from the homebuilder to whom approval of plans is given, said fee to be provided by the Board, to offset any costs that may be incurred by the Phase 3 Association for clean up or repair made necessary by any construction. In the event that damages exceeding $200.00 are caused in the Common Area or neighboring lots by construction on a Lot, the Committee can require an additional damage fee; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 3 (not in the Common Areas, including the rights-of-way) during construction of a house on the Lot in Phase 3. Furthermore, these Covenants strictly forbid the following practices: unloading or storing

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construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phase 3 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phase 3 of the PUD. At the time that each set of plans for construction within Phase 3 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phase 3 of the PUD at that time. It should be understood by all Owners that it is not the intent of these Covenants or the Design Controls to obstruct or otherwise unreasonably restrict the construction of homes in the Phase 3 of the PUD. The Committee shall be responsible for addressing issues and disputes governing all construction activities within the Phase 3 of the PUD. However, insofar as the issues and disputes are related to matters covered by these Covenants and the Design Control, and the decisions and actions of the Committee, such issues and disputes may be appealed to the Board in writing. Upon appeal, the Board may ratify, overrule, modify or otherwise amend the Committee's decision within 15 days. If the Board takes no action within such time, the committee's decision is deemed final.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with

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regulations governing construction activities within Phase 3 of the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phase 3 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE XI

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction

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trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 3 of the PUD, and real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that, the builders of homes in Phase 3 of the PUD, and their agents can occupy houses in Phase 3 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phase 3 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phase 3 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs already constructed or such additional signs as the Board may authorize and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, except one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

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5. No Resubdivision. No Lot except for Lots 101 thru 104 of Exhibit E-1, otherwise known as the Final Plat for the Pueblos at Alameda Ranch, Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-10 in the records of Dona Ana County, New Mexico, shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner for the cost of the clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phase 3 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of 2, 3 or 4 wheel commonly known as ATVs shall be prohibited within Phase 3 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 3 of the PUD.

9. Hunting. Hunting of any animals within Phase 3 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

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10. Recreational Activities. The installation or use outdoors within Phase 3 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. With regard to the Constructed Recreational Facilities in Phase 3 of the PUD (all of which are for the enjoyments of all Phase 3 owners), the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of Phase 3 Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces, New Mexico.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for

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loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phase 3 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phase 3 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phase 3 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phase 3 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phase 3 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel,

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sand, rock, and earth, shall ever be permitted within the limits of Phase 3 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Phase 3 Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phase 3, the Phase 3 Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phase 3 of the PUD, privacy walls shall be built (a) by the Owner along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Committee decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

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20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. In the case of an area designed for zero-lot-line homes in Phase 3 of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, which shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction

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or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phase 3 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phase 3 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phase 3 of the PUD must commence by December 31, 2015. If the Owner of any Lot in Phase 3 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale at a price no more than twenty percent of the median sale price of homes on equivalent lot size in the Pueblos Phase 3 over the preceding twelve months. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in

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Phase 3 of the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Board or its successor or assigns shall have the right, but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phase 3 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal as may be constructed by the Board.

ARTICLE XII

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD for Phase 3 and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that the Board shall record.

ARTICLE XIII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for

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thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phase 3 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner. The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

ARTICLE XIV

THIS ARTICLE XIV APPLIES TO PHASES 1, 2 AND 3 OF THE PUD.

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits of Articles I and XIV shall inure to all Lot Owners in Phases 1, 2 and 3 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles II – VII thereof shall inure to all Lot Owners in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles VIII– XIII thereof shall inure to all Lot Owners in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits and burdens of

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this Declaration shall run with the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, as applicable.

2. Termination and Amendment of Covenants. This Restated Declaration shall remain in full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. Articles I and XIV of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association and a three-quarters of the votes of The Pueblos Phase 3 Association Inc. at annual or special meetings of each entity, Articles II and VII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association at an annual or special meeting, and Articles VIII-XIII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of The Pueblos Phase 3 Association Inc. at an annual or special meeting. All said votes to be cast at meetings duly noticed, called and held in accordance with each entity's Articles of Incorporation and Bylaws, provided a properly certified copy of the resolution of amendment is placed on record with Dona Ana County upon adoption.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the applicable Design Control Committee, the applicable Board of Directors, or any authorized Owner to enforce

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any provision of these new Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Condominium. These Covenants shall not be construed to prevent a Lot or the improvements thereon from being submitted as a plan of condominium ownership, and the recordation of a plan of condominium ownership for a Lot or the improvements thereon shall not be construed as a subdivision of the Lot or the improvements thereon.

6. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein as applicable to that party's Lot or Lots.

7. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of said covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

8. Captions. The captions, article numbers, and paragraph numbers appearing in this Restated Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Restated Declaration or in any way modify or affect this Restated Declaration.

IN WITNESS WHEREOF, the Pueblos at Alameda Ranch Association, Inc. by its duly authorized officer has executed this instrument this 12 day of August, 2010.

Pueblos at Alameda Ranch Association, Inc

By _____

_____, President

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STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

This instrument was acknowledged before me on this 12 day of ~~June~~ August, 2010, by Michael Floyd, as President of Pueblos at Alameda Ranch Association, Inc., a New Mexico non- profit corporation.

Notary

My commission expires:
2/5/11

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New Mexico 52658

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

City of Albuquerque

in exchange for certain other lands conveyed to the United States, has selected and is entitled to a Land Patent pursuant to the Act of March 20, 1922 (42 Stat. 465), as amended by the Act of February 26, 1925 (43 Stat. 1090), and the Federal Land Policy and Management Act of 1976 (P.L. 94-579, 90 Stat. 2750), for the following described land:

New Mexico Principal Meridian, New Mexico

T. 11 N., R. 2 E.,

Sec. 17, S½SW¼, SE¼SW¼, S½SW¼SW¼, and E½SE¼SW¼SW¼;
Sec. 18, Lots 7 and 8, and E½SE¼;
Sec. 19, Lots 3 and 4;
Sec. 30, Lots 1 to 4 inclusive, S½N½SE¼NW¼, and S½SE¼NW¼;
Sec. 27, all;
Sec. 28, Lots 1, 2, 3, and 10, N½NE¼, SE¼NE¼, NE¼NE¼NE¼, W½NE¼NE¼, E½SE¼, E½NE¼SW¼SE¼, E½SE¼SW¼SE¼, E½SW¼, and SE¼SE¼;
Sec. 29, Lots 1 to 7 inclusive, and NE¼NE¼;
Sec. 33, Lots 3, 4, 5, and 10, N½NE¼, N½SW¼NE¼, E½SE¼NW¼, and SE¼;
Sec. 34, Lot 3;

T. 11 N., R. 3 E.,

Sec. 24, Lots 5, 6, 12, 13, 14, 15, 16, and 17;
Sec. 25, Lot 4;
Sec. 30, Lots 1 to 11, inclusive and 14 to 35 inclusive.

Aggregating 2,811.41 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above-named claimant the land above-described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES,

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945);

Patent Number 21 - 2 - 0143

2. The continuance of the present ... livestock grazing use, under authority of the Bureau of ... and Management livestock grazing permit (Isaacks Grazing Allotments), fees credited to the United States for a period of two years ending June 1984, after which this reservation expires;

3. All the oil and gas deposits in the lands so patented, and to it, or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law;

4. All the geothermal steam and associated geothermal resources as to land so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits, upon compliance with the conditions and subject to the provisions and limitations of the Act of December 24, 1970 (84 Stat. 1566).

The lands will be conveyed subject to:

1. A right-of-way, New Mexico 3240, dated October 27, 1967, to expire October 27, 2017, issued to El Paso Electric Company;

2. A right-of-way, New Mexico 0554452, dated December 4, 1964, to expire December 4, 2014, issued to El Paso Electric Company;

3. A right-of-way, New Mexico 38166, dated January 25, 1980, to expire January 25, 2010, issued to El Paso Electric Company;

4. A right-of-way, New Mexico 0617254, dated May 20, 1959, to expire May 20, 2009, issued to Mountain States Telephone and Telegraph Company;

5. A right-of-way, New Mexico 35203, dated January 10, 1979, to expire January 10, 2009, issued to ... and ... Associates;

6. A right-of-way, Las Cruces 066065, dated September 22, 1950, without expiration, issued to Plains Electric Company;

7. A right-of-way, New Mexico 39479, dated January 8, 1980, to expire January 8, 2010, issued to Donald L. Brown;

8. A right-of-way, New Mexico 022719, dated March 1, 1956, without expiration, issued to the New Mexico State Highway Department;

9. A right-of-way, New Mexico 40384, dated June 3, 1980, to expire June 3, 2010, issued to Mountain States Telephone and Telegraph Company;

[illegible] 52658

10. A right-of-way, New Mexico 37691, dated November 10, 1979, to expire November 20, 2009, issued to the City of Las Cruces;

11. A right-of-way, New Mexico 0349775, dated February 21, 1963, to expire February 21, 2013, issued to El Paso Electric Company;

12. A right-of-way, New Mexico 0558896, dated February 9, 1966, to expire February 9, 2016, issued to El Paso Electric Company;

13. A right-of-way, New Mexico 34496, dated January 3, 1979, to expire January 3, 2009, issued to Mountain States Telephone and Telegraph Company;

14. A right-of-way, New Mexico 39512, dated February 11, 1980, to expire March 11, 2010, issued to Phil Jacobs;

15. A right-of-way, New Mexico 12777, dated May 5, 1971, to expire May 5, 2021, issued to Mountain States Telephone and Telegraph Company.

[illegible] 1982

[illegible] Santa Fe, New Mexico
[illegible] day of AUGUST in the year
of our Lord one thousand nine hundred and EIGHTY TWO
and of the Independence of the United States the two hundred
and SEVEN

By [signature]
Chief, Division of Operations

30-2-R14

DONA ANA TITLE CO., INC.
GF 534255 AG

DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

WHEREAS Bright View Land Company (hereinafter referred to as the "Developer") has caused certain real property in Las Cruces, New Mexico, described with respect to Phase 1 in Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into Lots as shown on the plat of The Pueblos at Alameda Ranch Planned Unit Development, having been filed for record with respect to Phase 1 in the real property records of Doña Ana County, New Mexico, the 23rd day of September, 2005, in Plat Record Book 21, pages 349-351; and

WHEREAS the Developer intends through the filing for record of this Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and related documents;

NOW, THEREFORE, the Developer, the owner of all of the lands included within The Pueblos at Alameda Ranch Planned Unit Development as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Planned Unit Development shall hereafter be subject to all of the following covenants, conditions, and restrictions.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. By its execution of this Declaration, the Developer acknowledges its intent that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as a highly desirable residential area. The

purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

ARTICLE II

DEFINITIONS

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

2. Common Areas shall mean and refer to all of the land within The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 of The Pueblos at Alameda Ranch Planned Unit

Development, as well as all individually platted Lots that shall be created as the result of the replatting of the townhouse area into individual Lots to accommodate each housing unit to be constructed thereon, as well as all individually numbered single-family Lots and individually replatted townhouse Lots that shall be shown on the plats of future phases of The Pueblos at Alameda Ranch Planned Unit Development still to be planned and developed.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, subdivided now and in the future by the Developer within or adjoining the Alameda Ranch master-planned area in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, tennis courts, volleyball courts, playgrounds, and similar areas built by the Developer in the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT OWNERS ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. All persons or other parties who own or acquire any of the Lots in The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Planned Unit Development Owners Association,

Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

Until (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the first-year warranty inspection of PUD improvements by the City in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with the Developer. Upon events (a) and (b) above having taken place in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., in accordance with the provisions of the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

Notwithstanding this assumption of responsibility by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., the Developer shall have the non-appealable authority at its sole discretion to continue to maintain and repair the Common Areas and shall bill The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. for the cost of such maintenance and repair, whereupon the Association shall be responsible for paying such bills within thirty days. The Developer shall exercise the discretion referred to above when it believes that the maintenance and repair of the Common Areas by the Association is deficient, and the Developer shall be responsible in such cases to document its position to the Association. If the Association demonstrates the willingness and the ability to resume maintenance and repair of the Common Areas without the intervention of the Developer, the Developer may at its sole discretion refrain from being involved in such maintenance and repair until such time as it

believes that its intervention is again warranted. In any event, the authority of the Developer to exercise its discretion in this matter shall terminate on December 31, 2017.

2. Membership. The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Covenant for Maintenance Assessments. With the exception of the Developer, who is exempt from assessments, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable by December 31st of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special

Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task. In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in the PUD being subject to the same assessment, except as provided for in Paragraphs 1 and 3 of this Article.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the PUD. In order to achieve a harmony of design and a high level of quality and value within the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD, shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD.

2. Appointment Duties. The Developer shall appoint from one to three persons to serve as the Design Control Committee for the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of the PUD and abides by the Design Controls. At any time after the Inaugural Association Meeting, the Developer may, at its sole discretion, transfer to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. the responsibility to appoint one of the persons to serve on the Design Control Committee. Furthermore, if at any time the Developer fails to appoint the persons to serve as the Design Control Committee, The

Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall, upon two weeks' written notice to the Developer, assume the authority to appoint the persons to serve as the Design Control Committee.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common

a copy of the regulations in force within the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the PUD insofar as the issues and disputes are related to matters covered by these Covenants

and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

5. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cochères, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the Developer, the builders of homes in the PUD, and real estate agents representing the Developer or the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the Developer, the builders of homes in the PUD, and their agents can occupy houses in the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs that the Developer shall install and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in The Pueblos at Alameda Ranch Planned Unit Development. These restrictions regarding signs shall not

apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of any phase of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from his Lot in The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to $100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of the PUD.

9. Hunting. Hunting of any animals within the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than

five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. Notwithstanding this provision, the Developer has the authority to construct and operate (or delegate the operation of) Recreational Facilities within the PUD at its sole discretion for the use by and the enjoyment of all Owners, and the Developer and the Board of Directors shall jointly establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition,

personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of The PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Developer hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes,

wires, poles, ditches, and conduits, as well as for drainage structures. The Developer may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for the PUD, privacy walls shall be built (a) by the Developer, subject to reimbursement by the party purchasing the Lot from the Developer, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction. Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Developer or the Design Control Committee, either of whom shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the

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zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in the PUD must commence on each Lot within thirty-six months of the purchase of the Lot from the Developer. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale to the homebuilders who are approved for the PUD at a price no more than twenty percent greater than the price at which the Owner originally purchased the Lot. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Developer or its successors or assigns shall have the right, but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Developer and the Board of Directors a current email address for the purpose of communicating matters relating to the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal.

ARTICLE VI

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in all

phases of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that the Developer shall record.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Developer, the Design Control Committee, and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within The Pueblos at Alameda Ranch Planned Unit Development. In addition, each Owner of a Lot within the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner.

ARTICLE VIII

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits thereof shall inure to all Lot Owners in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits and burdens of this Declaration shall run with the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development.

2. Termination and Amendment of Covenants. This Declaration shall remain in full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. These

Covenants may be amended by a vote of three-quarters of the votes cast by the Members of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. at annual or special meetings thereof, subject to the concurrence of the Developer as noted below, said vote to be cast at any meeting of the Members duly held in accordance with the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., provided a properly certified copy of the resolution of amendment is placed on record with Doña Ana County upon adoption. Notwithstanding the voting by the Members for amendment of these Covenants, the Developer shall have the sole and non-appealable authority to veto any proposed amendment of these Covenants until December 31, 2017.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the Developer, the Design Control Committee, the Board of Directors, or any Owner to enforce any provision of these Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Condominium. These Covenants shall not be construed to prevent a Lot or the improvements thereon from being submitted as a plan of condominium ownership, and the recordation of a plan of condominium ownership for a Lot or the improvements thereon shall not be construed as a subdivision of the Lot or the improvements thereon.

6. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements

thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein.

7. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of said covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

8. Captions. The captions, article numbers, and paragraph numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Declaration or in any way modify or affect this Declaration.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands of all of the phases described and subdivided, now and in the future, as The Pueblos at Alameda Ranch Planned Unit Development, has executed this instrument this 3rd day of January, 2006.

BRIGHT VIEW LAND COMPANY

by _____
John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 3rd day of January, 2006, by John T. Moscato, as President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DESRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 4/14/2006

By _____
Notary Public

1872

DESIGN CONTROLS FOR

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of the PUD so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses, walls, and front-yard landscaping, as well as alterations and additions thereto, within the PUD shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer.

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the PUD, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Lot Owners should note that, although this process of approval requires only one submittal of one complete set of plans, it is advisable and strongly recommended that a preliminary design conference be held with a representative of the Design Control Committee so that the party submitting plans can get an initial reaction to the proposed design prior to going to the expense of creating a complete set of

plans. At the preliminary review stage, it is sufficient to provide only one copy of plans showing the conceptual design of the exterior elevations, the floor plan, and the site plan.

Construction plans submitted for final review shall be in the form of one complete set and include the level of detail required for obtaining a building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces.

Landscaping plans shall include a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the PUD, the Developer has commissioned landscaping guidelines, a list of approved plants, and sample landscaping plans that the Owners shall emulate in the creation of landscaping plans for their Lots; these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

Neither the Developer nor the Design Control Committee seeks to restrict individual preferences but does want to avoid harsh contrasts within the PUD and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the PUD, combined with the design of the PUD, is the creation of an outstanding, visually attractive neighborhood. To this end, the Developer has established a general design theme for the PUD that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring such exterior elements as multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways, porte-cochères, side-entry garages, terra-cotta tile, and a

general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that shall be permitted and the level of design detail that shall be the goal of every house plan for the PUD, the Developer has commissioned three elevation sketches for the PUD that Owners shall emulate in the creation of elevation designs for the houses on their Lots; these three elevation sketches appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the PUD. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the PUD. In essence, unless a setback variance or amendment to the PUD has been granted, the building pad for each single-family Lot is the entire Lot less a front setback of 20 feet or 25 feet (depending on orientation of the garage), a rear setback of 20 feet, and side setbacks of 20 feet and zero feet. Owners should take particular note that the PUD has been designed for the vast majority of houses to be zero-lot-line patio homes. Owners should refer to the construction plans for the PUD, and should confirm with the Developer, to determine which side setback shall be the zero-lot-line setback and should refer to the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD, and should confirm with the Developer, to ascertain if any variances to setbacks apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of

all attached and detached houses proposed for the Lot, the setbacks for which are indicated on the recorded plat for the PUD, recorded replats for the PUD, or amendments to the PUD.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum and maximum sizes of the living area of a house within the PUD (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a single-family house, a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a house on a townhouse Lot, a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a townhouse Lot being allocated to the first story. In addition, for a single-family house, the width of the front elevation, excluding the front courtyard wall, shall be within ten feet of the maximum width permitted on that Lot.

2. Number of Stories. A detached single-family house shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A house on a townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a townhouse Lot shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the PUD infrastructure. For the purpose of measuring maximum height, a

roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height.

4. Parapets and Roofs. Parapets shall extend a minimum of one and one-half feet above any point in the adjoining truss system. The inner sides of parapets and the surface of flat roofs shall be coated with a material in a color similar to the stucco color of the house. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Design Control Committee

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gain the opportunity include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the PUD. The preferred location of the HVAC units is a fenced, walled, or otherwise screened and sound-insulated enclosure along the rear of a house or toward the

rear of the side yard of a house. The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on townhouse Lots in the PUD but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Period of Construction. All construction and alteration work shall be prosecuted diligently. Any building of a new house on any Lot within the PUD shall be entirely completed within eight months after commencement of construction. Any alterations or additions to an existing house on any Lot within the PUD shall be entirely completed within four months after commencement of construction.

8. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Design Control Committee cannot unreasonably delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the PUD: none of the aforementioned equipment, as well as equipment to receive high-speed internet or other signals, shall be installed within the front yard (that is, any street-side yard) of any house; no satellite dish more than one meter in diameter shall be installed anywhere in the PUD; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the

installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the PUD.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, electric service boxes, gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the PUD shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the PUD, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the PUD. The location of such utility apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. No used, previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design Control Committee. No building shall be occupied in any manner prior to its completion.

11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the PUD at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the PUD shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive.

12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. No solar panels shall be permitted in the PUD.

14. Driveways. All driveways in the PUD shall be concrete unless a variance is granted by the Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the PUD shall be more than nine feet in height. With the exception of being left slightly open for ventilation, all garage doors shall be shut when not in use. The Design Control Committee shall require that at least one-third of the single-family houses in the PUD shall be designed and built so that the garage doors are perpendicular to the street. Furthermore, the Committee shall limit to three the maximum number of single-family houses in the PUD that are on adjacent Lots and are designed and built so that the garage doors are parallel to the street.

16. Front Courtyard Walls. Each single-family house in the PUD shall include a front courtyard wall the serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which

shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the PUD, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the PUD rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the PUD, no tree or shrub shall be planted close enough to the zero-lot-line of the adjoining Lot so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house. Furthermore, no Lot shall contain any tree or shrub that, upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being obstructed by a tree or shrub on another Lot can bring the matter to the attention of the Design Control Committee, which has the authority to require the Owner of the Lot containing the tree or shrub to trim it to eliminate the obstruction. In addition, the landscaping of each Lot shall be substantially completed prior to first occupancy of a house on each Lot.

In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the PUD in accordance with Paragraph 19 of Article V of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, privacy walls constructed of

rock shall be built as follows. First, the Developer shall build a four-foot high wall along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity. Second, the homebuilder of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house on the zero-lot-line. The height of this wall shall be the greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. For the purpose of consistency, only the contractor hired by the Developer to build the rear walls shall be hired by a homebuilder to build the side walls, unless the Design Control Committee issues a waiver to that restriction.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas. Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible party.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands of all of

the phases described and subdivided, now and in the future, as The Pueblos at Alameda Ranch Planned Unit Development, has executed this instrument this 3rd day of January, 2006.

BRIGHT VIEW LAND COMPANY

by _____

John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 3rd day of January, 2006, by John T. Moscato, as President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-14-2006

By _____
Notary Public

1883

ARTICLES OF INCORPORATION OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

OWNERS ASSOCIATION, INC.

The undersigned, as the Incorporator under and pursuant to Sec 53-8-1 et seq., *New Mexico Statutes Annotated* (1978 Compilation), otherwise known as the Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

ARTICLE II

The period of duration for this corporation is perpetual.

ARTICLE III

The purpose for which the corporation is organized is, first, to maintain and repair in perpetuity the Common Areas within all phases of The Pueblos at Alameda Ranch Planned Unit Development after (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD; and, second, for other purposes approved by the corporation's Board of Directors, all such tasks to be undertaken for the mutual benefit of the Owners of Lots in the PUD. To this end, the corporation is authorized to engage in necessary and proper business.

ARTICLE IV

The name and address of the corporation's initial Registered Agent are as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

ARTICLE V

The sole director constituting the initial Board of Directors shall be as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

ARTICLE VI

The name and address of the Incorporator are as follows:

John T. Moscato
1327 Fairway Drive
Las Cruces, NM 88007

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand on this 3rd day of January, 2006.

John T. Moscato

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEGRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires

By
Notary Public

1885

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY THE CORPORATION'S INITIAL REGISTERED AGENT

To the State Corporation Commission
State of New Mexico

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, who, being duly sworn, acknowledged to me that he does accept his appointment as the initial Registered Agent of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., the non-profit corporation that is named in the foregoing Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Non-Profit Corporation Act, Sec. 53-8-1 et seq., *New Mexico Statutes Annotated* (1978 Compilation).

JOHN T. MOSCATO
Registered Agent
1327 Fairway Drive
Las Cruces, NM 88007

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-1-2006

By Sharon G. DeBraal
Notary Public

1886

BYLAWS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

OWNERS ASSOCIATION, INC.

1. Identity. These are the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. Members of the Association shall be the record title Owners of all Lots within all phases of The Pueblos at Alameda Ranch Planned Unit Development, a planned unit development located in the City of Las Cruces, New Mexico.

2. Association Meetings. Association Meetings shall be held as follows:

a. All Members shall be notified via the Official Community Web Portal of the time and place of any Association Meeting, said notice to be posted not less than fifteen days prior to the meeting.

b. The Inaugural Association Meeting shall be held within ninety days of (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD.

c. The Annual Association Meeting shall be held on the third Tuesday in December of each year or on such date as the Association's Board of Directors may decide, for the purpose of electing Directors and transacting any business authorized by the Members.

d. A Special Association Meeting shall be held whenever called by the President of the Board of Directors or a majority of the Board of Directors, or whenever requested in writing by a total of one-third of the Members.

e. A quorum shall consist of one-tenth of the total number of Members. For purposes of considering whether or not a quorum is present, a Member shall be counted once for each Lot that a Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to

Subparagraph 2 (a) above. A quorum at the subsequent Association Meeting shall consist of one-twentieth of the total number of Members.

f. Votes may be cast in person or by proxy. Votes by proxy shall be recognized only when the proxy is signed by the record Owner or by the person designated by a certificate of appointment.

3. Voting. The Association shall have one class of membership. An Owner of multiple Lots shall be entitled to one vote for each Lot, but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by a married couple, the right of that couple to cast a single vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a trust or a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the trustee of the trust or the president of the corporation. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the record ownership of the Lot.

4. Directors. The business of the Association shall be managed by a Board of Directors as follows:

a. Except as noted below, the Board shall consist of at least seven and not more than eleven Directors elected by and from among the Members. The exact number (which shall be an odd number) shall be determined by the Members at the time of the election of the Board of Directors. The foregoing notwithstanding, the initial Board of Directors, until the Inaugural Association Meeting is held, shall consist of a sole director, John T. Moscato.

b. Election of Directors shall be conducted at the Inaugural Association Meeting and at each Annual Association Meeting. Nominations for Directors shall be made via the Official Community Web Portal and from the floor. The election shall be by ballot and by a plurality of votes cast, each Member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled.

c. Any Director may be removed by concurrence of two-thirds of the votes of all of the Members at a

Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by the Members at the same meeting.

d. Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by the remaining Directors.

e. Each Director shall be elected for a term of two years, except that the Board elected at the Inaugural Association Meeting shall contain at least three Directors whose terms shall expire in one year.

5. Directors' Meetings. The Directors shall hold meetings as follows:

a. Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of Regular Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.

b. Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of Special Meetings shall be given to each Director, in a manner to be determined by the Board, at least three days prior to the date named for such a meeting.

c. Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

d. A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

6. Powers and Duties of the Board of Directors. All of the powers and duties of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

7. Officers. The officers of the Association and the Board of Directors shall be elected at the initial Board meeting and thereafter annually by the Board of Directors and shall be as follows:

a. The President, who shall be the chief executive officer of the Association and of the Board of Directors, and who shall have all of the powers and duties that are normally vested in the office of President, including, but not limited to, the power to appoint committees from among the Members from time to time;

b. The Secretary, who shall be the recording officer of the Association and of the Board of Directors, who shall attend to all necessary notices, who shall keep the records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President; and

c. The Treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order, who shall arrange for an annual outside audit of the financial books of the Association, and who shall perform all other duties related to the officer of Treasurer.

d. Officers and Directors shall receive no compensation for the performance of their duties but shall have the authority to hire personnel to assist in the performance of their duties.

8. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate and as shall be subject to modification by the Board as necessary:

a. "Current Expenses," which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. (The Association's fiscal year shall be the calendar year, with the exception of the first fiscal year, which shall begin on the date of the Inaugural Association Meeting and end on December 31st of that year.) The balance in this fund at the end of each fiscal year may, at the Board's sole discretion, be applied to reduce the Annual Assessments for the succeeding year.

b. "Reserve for Deferred Maintenance and Replacement," which shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.

c. "Capital Improvements," which shall include the funds to be used for capital expenditures for additional improvements.

9. Expenditures. The expenditure of funds shall be determined as follows:

a. Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed Assessments required to defray all of the expenses and costs of the accounts contained in Paragraph 8 above. Copies of the budget and proposed Assessments shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. If the budget is subsequently amended, the amended budget shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption.

b. Limitations. No expenditure for any capital addition or improvement having a total cost in excess of $20,000.00 shall be made without the prior approval of the Members at an Association Meeting called for that purpose.

10. Assessments. Assessments shall be made as follows:

a. Annual Assessments for each Member for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development. Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in the PUD and shall be prorated for the initial year of ownership, but no liability shall accrue until (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the City's first-year warranty inspection of PUD improvements in each phase of the PUD.

b. Special Assessments for each Member for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

c. Damage Assessments shall be made in accordance with Articles IV and V of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

d. If a Member is in default in the payment of any assessment, the Board of Directors may, not fewer than fifteen days after the mailing of a notice to the Member by certified mail, declare such Member in default and take whatever measures it deems appropriate to collect the assessment.

e. All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.

Withdrawal of funds from such accounts shall be made only by checks signed by two persons so authorized from time to time by the Board of Directors.

11. Board of Directors Not Liable. The Board of Directors, both as a group and individually, shall not be liable for damages to any Owner within The Pueblos at Alameda Ranch Planned Unit Development by reason of any action or failure to act. Any party acquiring title to any property in The Pueblos at Alameda Ranch Planned Unit Development does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

12. Amendments. These Bylaws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association Meeting at which a proposed amendment is to be considered.

b. A resolution to adopt a proposed amendment may be made by any voting Member. An amendment shall be adopted only if approved by a majority of voting Members at an Association Meeting.

c. No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments. No amendment shall affect the provision in Paragraph 11 above concerning the absence of liability for the Board of Directors.

d. A copy of each amendment that is approved by the voting Members shall be certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

The foregoing are adopted as the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. by the undersigned sole Owner of the property in The Pueblos at Alameda Ranch Planned Unit Development and shall be attached to and recorded with the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development.

IN WITNESS WHEREOF, John T. Moscato, President of Bright View Land Company, has executed this instrument this 3rd day of January, 2006.

Bright View Land Company

by: _____

John T. Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

On this 3rd day of January, 2006, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared John T. Moscato, President of Bright View Land Company, a Delaware corporation, who, being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires:

OFFICIAL SEAL
SHARON G. DEBRAAL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 6/4/2006

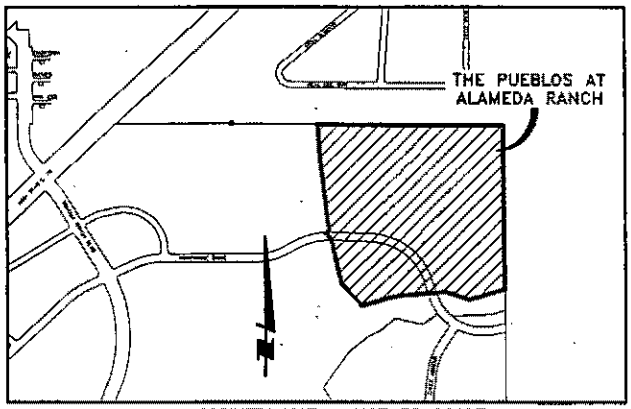
by: _____

Notary Public

1893

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
JULY 18, 2005



VICINITY MAP - NOT TO SCALE

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS THE PUEBLOS AT ALAMEDA RANCH, AND CONTAINS 67.441 ACRES OF LAND, MORE OR LESS.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS _____ DAY OF

_____, 2005.

_____
JOHN T. MOSCATO, PRESIDENT
BRIGHT VIEW LAND COMPANY
P.O. BOX 1050
FAIRACRES, NM 88033

INSTRUMENTS OF TITLE: CLERK'S BOOK 584, PAGE 887 (02/03/05)

(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 2005, BY JOHN T. MOSCATO.

_____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____.

PLAT NO. _____ RECEPTION NO. _____
(STATE OF NEW MEXICO)
(COUNTY OF DONA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY

OF _____, 2005 AT _____ O'CLOCK AND DULY RECORDED

IN PLAT RECORD _____, PAGE(S) _____ FILED IN THE RECORDS OF SAID COUNTY.

_____
COUNTY CLERK

_____
DEPUTY CLERK

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: _____ DATE: _____

COMCAST CABLE COMMUNICATIONS, INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLE COMMUNICATIONS, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: _____ DATE: _____

QWEST COMMUNICATIONS

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND ONLY), (OVERHEAD ONLY), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: _____ DATE: _____

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY OF THIS PLAT.

BY: _____ DATE: _____
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
DIRECTOR OF UTILITIES

BY: _____ DATE: _____
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING.

_____ _____
CHAIRMAN DATE

_____ _____
SECRETARY DATE

SURVEYOR'S CERTIFICATION

I, KERY W. GREINER, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

_____ _____
KERY W. GREINER, PS 9761 DATE OF SURVEY

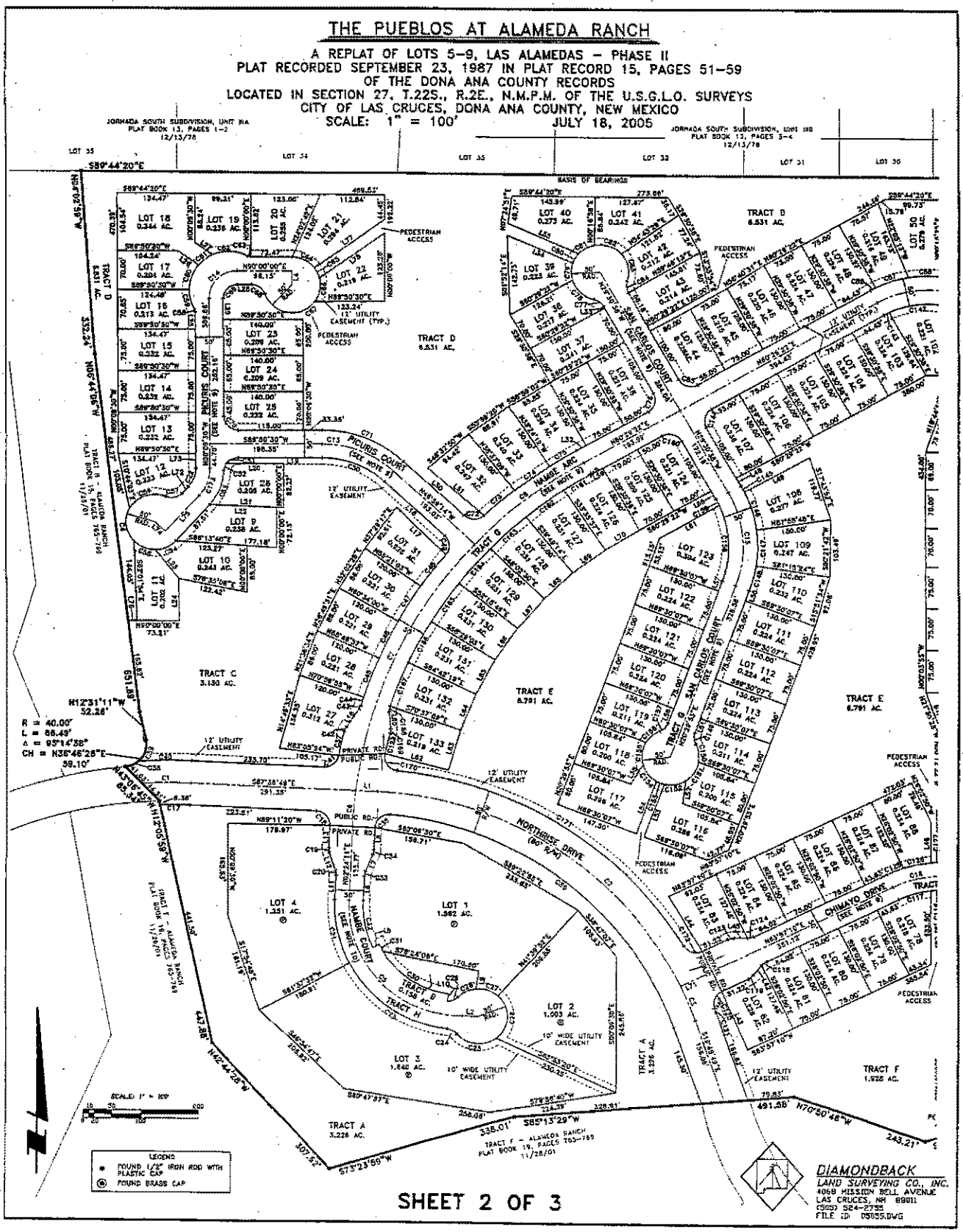
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-3755
FILE ID: 05059.DWG

1894

Ex. A

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



SHEET 2 OF 3

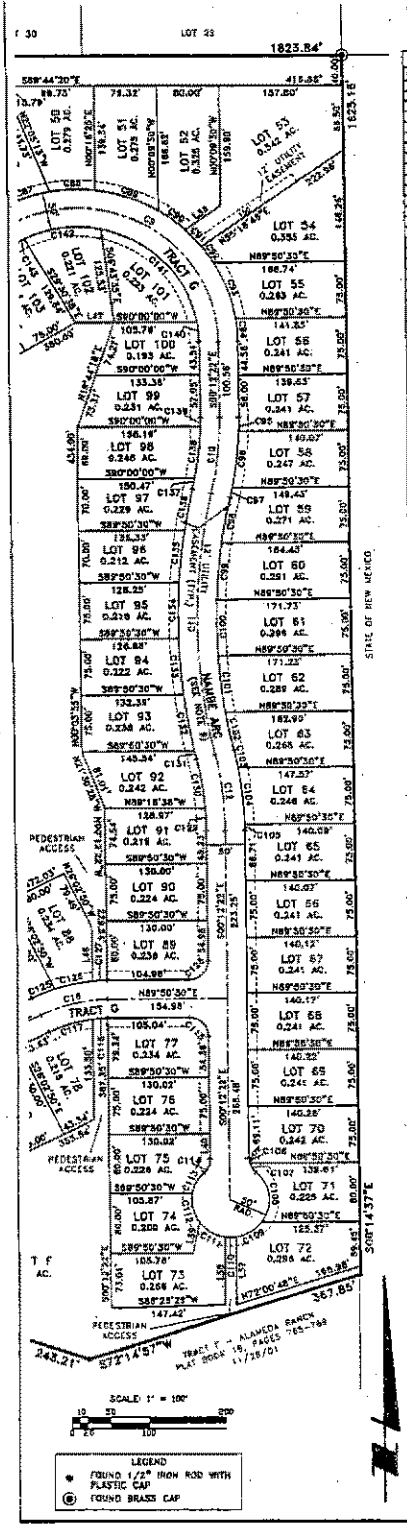
DIAMONDBACK
LAND SURVEYING CO., INC.
4068 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2735
FILE ID: 05055.DWG

1895

Ex. A

THE PUEBLOS AT ALAMEDA RANCH

A REPLAT OF LOTS 5-9, LAS ALAMEDAS - PHASE II
PLAT RECORDED SEPTEMBER 23, 1987 IN PLAT RECORD 15, PAGES 51-59
OF THE DONA ANA COUNTY RECORDS
LOCATED IN SECTION 27, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1" = 100' JULY 18, 2005



CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C1	500.00'	65.57'	S89°30'18"W	65.53'	7°07'43"
C2	870.00'	589.63'	S39°48'18"W	578.47'	38°49'56"
C3	830.00'	87.22'	N36°38'18"W	87.18'	6°13'01"
C4	50.00'	15.02'	N50°21'59"E	14.97'	17°13'00"
C5	470.00'	223.54'	S47°57'54"E	221.43'	27°14'11"
C6	800.00'	65.32'	S04°55'27"W	65.30'	4°40'41"
C7	800.00'	459.20'	S22°07'22"W	453.01'	32°53'48"
C8	800.00'	244.02'	S51°45'04"W	243.00'	17°28'33"
C9	180.00'	274.81'	N58°51'30"W	250.67'	117°12'15"
C10	430.00'	102.21'	N08°11'55"E	102.00'	13°36'55"
C11	730.00'	332.73'	S09°16'24"E	329.85'	26°07'05"
C12	445.00'	108.31'	N07°57'38"W	108.05'	13°56'52"
C13	185.00'	126.88'	N69°34'47"W	124.33'	48°18'18"
C14	20.00'	26.68'	S44°55'13"W	20.81'	80°08'30"
C15	200.00'	174.86'	N01°08'32"W	169.87'	50°06'31"
C16	200.00'	80.27'	S27°37'51"W	79.76'	23°00'04"
C17	730.00'	94.20'	S07°53'06"W	94.13'	7°23'19"
C18	25.00'	39.27'	N42°26'48"W	35.36'	90°00'00"
C19	25.00'	9.82'	S07°33'30"E	9.82'	22°30'32"
C20	25.00'	9.82'	S60°03'58"W	9.82'	22°30'32"
C21	730.00'	118.20'	S12°38'38"E	117.81'	9°16'31"
C22	50.00'	78.67'	N00°26'18"E	70.84'	90°11'00"
C23	325.00'	212.62'	S08°41'25"E	208.48'	37°28'46"
C24	25.00'	39.27'	N89°31'42"W	35.36'	90°00'00"
C25	50.00'	78.54'	S89°28'18"W	70.71'	90°00'00"
C26	30.00'	54.18'	N01°48'40"E	47.16'	103°30'07"
C27	30.00'	41.15'	N72°14'58"W	40.00'	47°06'33"
C28	30.00'	25.00'	S42°08'32"W	24.28'	47°44'43"
C29	25.00'	39.54'	N87°38'57"E	35.60'	90°37'50"
C30	182.00'	142.83'	S65°18'44"E	139.22'	90°03'03"
C31	183.00'	14.31'	S88°26'54"E	14.31'	4°29'12"
C32	175.00'	84.73'	S71°45'27"E	83.91'	27°44'27"
C33	25.00'	9.82'	S11°49'49"W	9.82'	22°30'32"
C34	25.00'	9.82'	S10°40'42"E	9.82'	22°30'32"
C35	30.00'	54.18'	N01°48'40"E	47.16'	103°30'07"
C36	30.00'	40.31'	S40°52'39"W	39.00'	92°22'55"
C37	530.00'	340.31'	N09°23'13"W	334.60'	36°47'33"
C38	870.00'	45.15'	S12°44'28"W	45.14'	2°58'46"
C39	40.00'	24.84'	N18°33'04"E	24.64'	35°34'18"
C40	40.00'	41.85'	N18°54'47"E	39.71'	59°57'26"
C41	860.00'	83.19'	S85°11'51"E	83.16'	5°32'44"
C42	23.00'	36.48'	N33°48'13"E	32.84'	90°51'59"
C43	23.00'	8.64'	S24°27'13"W	8.59'	21°31'28"
C44	23.00'	7.35'	N39°19'41"E	7.32'	18°18'38"
C45	23.00'	12.81'	N16°54'44"W	12.64'	31°54'27"
C46	525.00'	72.19'	S21°58'24"W	72.08'	7°52'37"
C47	525.00'	75.10'	S29°48'31"W	75.04'	8°11'37"
C48	525.00'	75.10'	S37°59'08"W	75.04'	8°11'37"
C49	25.00'	37.80'	N02°40'24"W	34.30'	86°37'40"
C50	180.00'	120.25'	N68°24'22"E	117.72'	38°16'18"
C51	20.00'	33.16'	S83°18'58"W	32.38'	95°00'48"
C52	25.00'	13.82'	S32°28'30"W	13.65'	31°40'13"
C53	100.00'	88.83'	N64°26'42"E	85.91'	50°53'39"
C54	90.00'	41.12'	N63°26'42"E	40.76'	26°10'53"
C55	30.00'	41.15'	S67°14'06"E	38.00'	47°06'33"
C56	50.00'	71.22'	N68°11'12"E	65.27'	81°37'51"
C57	25.00'	30.17'	N77°17'42"E	28.27'	69°31'44"
C58	10.00'	5.08'	N14°58'09"W	5.03'	29°07'18"
C59	70.00'	26.26'	N14°18'30"E	25.80'	21°40'25"
C60	70.00'	45.21'	S20°08'43"E	44.61'	37°00'58"
C61	70.00'	41.73'	S23°42'08"W	41.12'	34°09'41"
C62	70.00'	83.83'	N87°40'31"W	78.78'	68°38'26"
C63	10.00'	5.08'	S79°31'21"E	5.03'	29°07'18"
C64	54.00'	40.84'	S68°28'38"E	39.87'	43°19'49"
C65	30.00'	47.12'	N44°00'38"E	42.43'	90°00'00"
C66	50.00'	44.44'	N11°08'08"E	43.01'	50°55'41"
C67	30.00'	106.13'	S61°29'41"E	58.28'	202°44'48"
C68	25.00'	39.27'	N44°29'42"E	35.36'	90°00'00"
C69	25.00'	39.54'	S44°55'13"E	35.60'	90°37'50"
C70	25.00'	39.27'	S45°08'30"E	35.36'	90°00'00"
C71	219.00'	139.32'	N69°24'22"W	136.51'	36°26'18"
C72	30.00'	27.20'	N87°13'07"E	26.27'	51°57'04"
C73	525.00'	71.93'	S68°32'25"E	71.87'	7°51'01"
C74	825.00'	75.10'	S33°59'30"W	75.08'	5°13'01"
C75	825.00'	96.05'	S38°32'35"W	96.00'	6°40'04"
C76	25.00'	39.27'	N44°29'42"E	35.36'	90°00'00"
C77	25.00'	39.27'	N45°30'18"W	35.36'	90°00'00"
C78	50.00'	53.08'	S47°17'56"E	50.61'	60°48'10"
C79	30.00'	31.13'	S89°56'29"W	29.83'	59°26'54"
C80	30.00'	30.21'	S29°24'09"W	28.93'	62°04'09"
C81	50.00'	53.40'	N89°38'38"W	51.01'	61°11'47"
C82	30.00'	31.31'	N31°43'37"W	29.90'	59°47'05"
C83	30.00'	28.66'	N11°48'30"W	30.81'	80°48'10"
C84	25.00'	31.53'	S09°24'09"W	29.61'	69°13'53"
C85	25.00'	39.27'	N45°30'18"W	35.36'	90°00'00"
C86	25.00'	39.27'	S44°29'42"W	35.36'	90°00'00"
C87	200.00'	18.27'	S81°28'00"W	18.21'	5°13'19"

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH-LENGTH	DELTA
C87	200.00'	61.47'	S72°02'04"E	61.24'	17°36'48"
C88	200.00'	56.83'	S88°21'40"E	56.66'	16°16'56"
C89	200.00'	86.17'	N76°06'43"E	85.53'	24°41'04"
C90	200.00'	45.34'	N62°00'54"E	45.25'	12°59'40"
C91	200.00'	38.53'	N47°21'18"E	38.51'	11°02'06"
C92	200.00'	38.61'	N34°53'38"E	38.51'	11°03'40"
C93	200.00'	50.52'	N18°32'26"E	50.39'	14°28'50"
C94	200.00'	50.28'	N03°37'39"E	50.15'	14°24'23"
C95	200.00'	19.50'	N00°38'39"E	19.50'	5°35'01"
C96	480.00'	73.98'	N05°51'21"E	73.91'	8°49'54"
C97	480.00'	13.53'	N12°53'37"E	13.53'	1°37'08"
C98	480.00'	93.35'	N18°46'33"E	93.21'	11°08'31"
C99	720.00'	78.50'	S05°18'57"W	78.46'	6°14'50"
C100	720.00'	78.84'	S00°27'31"E	78.80'	6°16'43"
C101	720.00'	78.84'	S06°34'24"E	78.80'	6°16'43"
C102	720.00'	94.11'	S13°22'05"E	94.04'	7°29'16"
C103	480.00'	94.66'	N12°06'47"W	94.49'	9°05'05"
C104	480.00'	73.47'	N02°36'19"W	73.39'	8°46'00"
C105	480.00'	5.04'	N06°45'20"W	5.04'	1°01'57"
C106	20.00'	5.82'	N07°01'10"E	5.80'	16°40'32"
C107	25.00'	15.58'	S81°08'35"E	14.80'	34°33'49"
C108	30.00'	24.43'	N03°31'57"W	23.80'	46°40'46"
C109	50.00'	55.00'	N08°47'14"E	52.26'	63°01'46"
C110	30.00'	24.43'	N59°26'14"E	23.80'	46°40'46"
C111	20.00'	32.85'	S59°17'05"E	29.32'	94°04'06"
C112	30.00'	31.24'	S13°18'01"E	29.83'	59°39'48"
C113	30.00'	33.44'	S28°16'46"W	31.84'	63°51'42"
C114	30.00'	31.03'	N62°41'10"W	29.61'	59°15'34"
C115	25.00'	39.27'	N40°18'58"E	35.36'	90°00'00"
C116	175.00'	20.24'	S88°33'09"W	20.23'	6°37'44"
C117	175.00'	82.00'	S72°24'44"W	81.23'	26°50'29"
C118	25.00'	39.27'	N44°29'42"E	35.36'	90°00'00"
C119	25.00'	11.27'	N76°08'08"E	11.17'	25°50'08"
C120	25.00'	28.00'	S38°48'58"E	26.54'	64°10'50"
C121	680.00'	8.87'	N77°11'36"W	8.87'	0°44'49"
C122	680.00'	57.28'	N74°47'34"W	57.26'	4°49'36"
C123	25.00'	11.27'	S76°08'08"W	11.17'	25°50'08"
C124	25.00'	11.27'	N76°08'08"E	11.17'	25°50'08"
C125	225.00'	51.42'	S67°37'37"W	51.30'	13°05'34"
C126	225.00'	23.83'	S74°37'37"W	23.82'	6°04'12"
C127	225.00'	27.59'	S67°18'31"W	27.57'	7°01'36"
C128	25.00'	39.28'	N44°48'08"E	35.37'	90°00'33"
C129	410.00'	93.95'	N05°13'27"W	93.76'	13°07'51"
C130	410.00'	93.95'	N18°21'18"W	93.76'	13°07'51"
C131	410.00'	11.54'	N25°15'18"W	11.54'	1°36'31"
C132	775.00'	76.15'	S10°20'49"E	76.12'	5°37'48"
C133	775.00'	76.24'	S04°39'06"E	76.21'	5°38'01"
C134	775.00'	75.05'	S01°06'17"E	75.02'	5°33'04"
C135	775.00'	76.85'	S06°31'08"W	76.68'	5°41'44"
C136	775.00'	89.07'	S11°11'49"W	89.02'	6°35'45"
C137	410.00'	14.67'	N12°33'33"E	14.67'	2°03'06"
C138	410.00'	82.61'	N18°13'14"E	82.47'	11°32'31"
C139	410.00'	11.54'	N25°15'18"W	11.54'	1°36'31"
C140	155.00'	33.34'	N07°09'44"W	33.61'	8°46'40"
C141	155.00'	103.69'	N45°01'54"W	101.83'	38°19'06"
C142	155.00'	17.27'	N84°11'12"W	17.26'	6°23'01"
C143	155.00'	10.37'	S82°26'28"W	10.37'	3°50'31"
C144	25.00'	39.27'	S13°29'29"W	35.36'	90°00'00"
C145	225.00'	12.82'	S17°28'42"E	12.82'	3°15'50"
C146	225.00'	71.28'	S31°08'40"E	71.27'	18°09'16"
C147	225.00'	63.66'	N09°21'48"E	63.46'	16°12'47"
C148	225.00'	46.12'	N18°37'14"E	46.05'	11°45'17"
C149	25.00'	39.27'	N44°29'42"E	35.36'	90°00'00"
C150	50.00'	51.33'	N33°47'53"E	49.13'	58°49'31"
C151	50.00'	39.98'	N79°35'20"E	37.93'	45°48'51"
C152	50.00'	18.04'	S68°30'07"E	17.95'	20°40'34"
C153	50.00'	36.85'	S29°35'52"E	36.03'	42°13'43"
C154	50.00'	41.32'	S27°13'36"W	40.18'	47°21'01"
C155	50.00'	18.04'	S68°30'07"E	17.95'	20°40'34"
C156	50.00'	36.85'	S29°35'52"E	36.03'	42°13'43"
C157	50.00'	51.33'	N33°47'53"E	49.13'	58°49'31"
C158	175.00'	82.00'	N72°24'44"E	81.23'	26°50'29"
C159	175.00'	20.24'	N88°33'09"E	20.23'	6°37'44"
C160	775.00'	89.07'	S11°11'49"W	89.02'	6°35'45"
C161	775.00'	89.07'	S17°47'34"W	89.02'	6°35'45"
C162	775.00'	89.07'	S24°23'19"W	89.02'	6°35'45"
C163	775.00'	89.07'	S30°59'04"W	89.02'	6°35'45"
C164	775.00'	89.07'	S37°34'49"W	89.02'	6°35'45"
C165	775.00'	89.07'	S44°10'34"W	89.02'	6°35'45"
C166	775.00'	89.07'	S50°46'19"W	89.02'	6°35'45"
C167	775.00'	89.07'	S57°22'04"W	89.02'	6°35'45"
C168	775.00'	89.07'	S63°57'49"W	89.02'	6°35'45"
C169	775.00'	89.07'	S70°33'34"W	89.02'	6°35'45"
C170	775.00'	89.07'	S77°09'19"W	89.02'	6°35'45"
C171	775.00'	89.07'	S83°45'04"W	89.02'	6°35'45"
C172	775.00'	89.07'	S90°20'49"W	89.02'	6°35'45"
C173	480.00'	114.47'	S83°03'36"W	114.21'	13°39'51"
C174	25.00'	24.84'	S73°48'11"E	23.84'	56°55'18"
C175	75.00'	22.32'	N20°56'10"E	22.23'	17°03'22"

LINE TABLE

LINE	BEARING	LENGTH
L1	S87°29'19"E	28.13'
L2	S89°30'00"W	24.77'
L3	S89°30'00"W	23.00'
L4	S89°30'00"W	23.00'
L5	N89°30'00"E	15.00'
L6	N01°31'11"E	44.47'
L7	S22°57'33"E	33.82'
L8	N68°31'14"E	33.69'
L9	N58°11'38"E	33.67'
L10	N46°27'49"E	13.77'
L11	N01°31'11"E	44.47'
L12	N12°08'10"E	33.69'
L13	N00°26'51"E	40.47'
L14	N82°24'11"E	8.39'
L15	N12°49'40"E	28.14'
L16	N34°57'39"E	28.14'
L17	S46°30'11"E	120.24'
L18	N42°59'14"W	144.50'
L19	S31°00'00"E	144.50'
L20	S31°00'00"E	144.50'
L21	N57°00'00"E	130.66'
L22	S32°59'53"E	130.66'
L23	S57°00'00"W	19.89'
L24	S57°00'00"W	5.10'
L25	S32°59'53"E	130.66'
L26	N32°59'53"W	130.66'
L27	S57°00'00"W	19.89'
L28	S57°00'00"W	5.10'
L29	S32°59'53"E	130.66'
L30	N32°59'53"W	130.66'
L31	S57°00'00"W	19.89'
L32	S57°00'00"W	5.10'
L33	S32°59'53"E	130.66'
L34	N32°59'53"W	130.66'
L35	S57°00'00"W	19.89'
L36	S57°00'00"W	5.10'
L37	S32°59'53"E	130.66'
L38	N32°59'53"W	130.66'
L39	S57°00'00"W	19.89'
L40	S57°00'00"W	5.10'
L41	S32°59'53"E	130.66'
L42	N32°59'53"W	130.66'
L43	S57°00'00"W	19.89'
L44	S57°00'00"W	5.10'
L45	S32°59'53"E	130.66'
L46	N32°59'53"W	130.66'
L47	S57°00'00"W	19.89'
L48	S57°00'00"W	5.10'
L49	N32°59'53"W	130.66'
L50	S32°59'53"E	130.66'
L51	S57°00'00"W	19.89'
L52	S57°00'00"W	5.10'
L53	N32°59'53"W	130.66'
L54	S32°59'53"E	130.66'
L55	S57°00'00"W	19.89'
L56	S57°00'00"W	5.10'
L57	N32°59'53"W	130.66'
L58	S32°59'53"E	130.66'
L59	S57°00'00"W	19.89'
L60	S57°00'00"W	5.10'
L61	N32°59'53"W	130.66'
L62	S32°59'53"E	130.66'
L63	S57°00'00"W	19.89'
L64	S57°00'00"W	5.10'
L65	N32°59'53"W	130.66'
L66	S32°59'53"E	130.66'
L67	S57°00'00"W	19.89'
L68	S57°00'00"W	5.10'
L69	N32°59'53"W	130.66'
L70	S32°59'53"E	130.66'
L71	S57°00'00"W	19.89'
L72	S57°00'00"W	5.10'
L73	N32°59'53"W	130.66'
L74	S32°59'53"E	130.66'
L75	S57°00'00"W	19.89'
L76	S57°00'00"W	5.10'
L77	N32°59'53"W	130.66'
L78	S32°59'53"E	130.66'

NOTES:

1. ALL INTERIOR CORNERS ARE 1/2" IRON RODS SET #9761.
2. ALL BOUNDARY INFORMATION MATCHES RECORD.
3. THIS ENTIRE SUBDIVISION IS ZONED PUD.
4. SUBDIVIDER RESPONSIBLE FOR UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
5. MINIMUM SETBACKS:

LOTS 9-133		LOTS 1-4	
FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'	FRONT - 20' OR 25'	SINGLE STORY MAX HEIGHT 22'
REAR - 20'	2 STORY MAX HEIGHT 32'	REAR - 20'	2 STORY MAX HEIGHT 32'
SIDE - 9' OR 20'	15' SIDE STREET SETBACK	SIDE - 0' OR 20'	15' SIDE STREET SETBACK

THE FRONT SETBACK MAY BE 20' IF THE GARAGE IS TURNED 90 DEGREES TO THE STREET. IN THIS CASE THE GARAGE AND/OR THE HOUSE MAY BE WITHIN 20' OF THE RIGHT OF WAY; OTHERWISE, THE ENTIRE STRUCTURE MUST BE SETBACK AT LEAST 25'. SETBACKS CAN BE ADJUSTED WHEN REQUIRED ADMINISTRATIVELY.

LOT 1 WILL HAVE A SIDE SETBACK ADJACENT TO THE CUL-DE-SAC OF 55' BECAUSE OF ITS FLAG LOT SHAPE. LOTS 21-24 WILL HAVE A 15' SIDE SETBACK. LOT 44 WILL HAVE A 15' SETBACK ON THE EAST SIDE. LOTS 107 AND 124 WILL HAVE A 15' SIDE SETBACK.

6. TRACTS A-F ARE FOR THE PURPOSE OF OPEN SPACE, DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND PONDING. ALL TRACTS SHALL BE PRIVATELY MAINTAINED.
7. CHANGES TO LOT LINES AND SETBACKS MAY BE APPROVED ADMINISTRATIVELY BY STAFF.
8. THERE SHALL BE NO ROOF DRAINAGE ALLOWED ON THE ZERO LOT LINE SIDE.
9. TRACT G CONSISTS OF NAMBE ARC, PICURIS COURT, SAN CARLOS COURT, AND CRIMAYO DRIVE. TRACT G WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
10. TRACT H CONSISTS OF NAMBE COURT. TRACT H WILL BE 50' WIDE PERMANENT, PRIVATE ACCESS AND UTILITY EASEMENTS PRIVATELY OWNED AND MAINTAINED WITHIN A GATED COMMUNITY BY THE NEIGHBORHOOD ASSOCIATION.
11. THIS PARCEL OF LAND IS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED SEPTEMBER 27, 1991. THIS SUBDIVISION LIES WITHIN MAP #35013C0517C.
12. LOT NUMBERS 6-8 WILL NOT BE USED.
13. LOTS 1-4 SHALL PROVIDE 18,000 CUBIC FEET OF ON-LOT PONDING TO BE MAINTAINED BY THE LOT PURCHASER. THIS VOLUME MAY BE DIVIDED INTO MULTIPLE PONDS.

SHEET 3 OF 3

DIAMONDBACK
LAND SURVEYING CO., INC.
4060 MISSION BELL AVENUE
LAS CRUCES, NM 88011
(505) 524-2755
FILE ID: 05059.DWG

1896

Ex. A

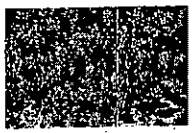
CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES WEEKS



ORNAMENTAL GRASS, 5 GAL.



4 PURPLE TRAILING LANTANA, 1 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS (2)



8 STELLA DE ORO DAYLILY, 1 GALLON



3 PINK GAURA, 1 GALLON



WATER FEATURE



3 DAMANITA 5 GALLON

FLAGSTONE PATIO

EXISTING KIVA FIREPLACE



2 ORNAMENTAL GRASS, 5 GALLON

EXISTING COURTYARD WALL

3 TREE BEARGRASS, 15 GALLON



1 PROSTRATE ROSEMARY, 5 GALLON

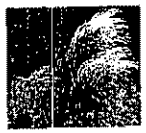


2 DESERT WILLOW, 24" BOX





2 FORESTERIA, 15 GALLON



12 MEXICAN FEATHER GRASS 1 GALLON

ELEVATION CHANGE

SMOOTH SALT RIVER ROCK

BERM EARTH NEAR BOULDERS

ASSORTED BOULDERS, 2'x3' & 1'x2'



1 CHERRY SAGE, 5 GAL.



2 SALVIA AZURE, 5 GALLON

FLAGSTONE WALKWAY

EXISTING 2' HIGH GARDEN WALL

3/4" SIERRA BROWN ROCK

3/4" DESERT TAN ROCK

SMOOTH SALT RIVER ROCK



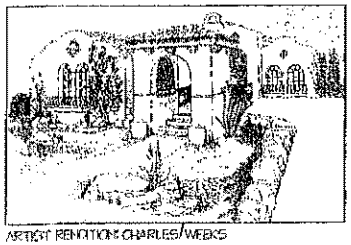
1 PRICKLY PEAR, 15 GALLON

LANDSCAPE PLAN The Pueblos At Alameda Ranch	
prepared for BrightView Land Co. Northrise Drive Las Cruces, NM	
ARMARC	1300-G El Paseo Rd #148 Las Cruces, NM 88001 Office 505-523-5501 Fax 505-647-1988 Cell 505-649-9095 www.armarclandscapes.com armarmando@aol.com License #87687
date: 8/31/05	design: armando orta, horticulturist
scale: nts	sheet 1 of 3

1897

Ex. B

CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION: CHARLES WEEKS

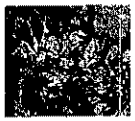


OCOTILLO, 15 GAL., 10' TALL

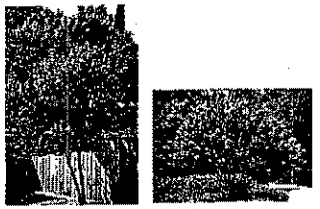


2 CISTENA, 5 GAL.

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER



3 DWARF INDIAN HAWTHORN, 5 GALLON



CRAPE MYRTLE, 24" BOX, MULTI-TRUNK

1" ATMOSPHERIC VACUM BREAKERS IN DEKORA ROCK ENCLOSURE



2 TEXAS MOUNTAIN LAUREL, 24" BOX, MULTI-TRUNK

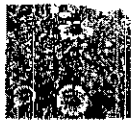
ELEVATION CHANGE BERM THIS AREA



2 TECOMA STANS SUNRISE, 15 GALLON



6 PROSTRATE ROSEMARY, 5 GALLON



7 BLANKET FLOWER, 1 GALLON



5 DIETES BICOLOR, 1 GALLON

3/4" DESERT TAN ROCK

3/8" ROSE ROCK

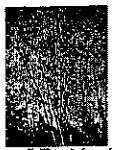
ASSORTED BOULDERS, 2'x3' & 1'x2'

SWALE

BERM AREA AROUND BOULDERS



DRY-STACKED STONE



2 RED YUCCA, 5 GALLON



PURPLE FOUNTAIN GRASS, 5 GAL. IN DECORATIVE POT

SMOOTH SALT RIVER ROCK SWALE



3 SOFTLEAF YUCCA, 15 GALLON

8881

Ex. B

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARTARC
1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office: 505-523-5501
Fax: 505-647-5188
Cell: 505-649-9095
www.armandolandscape.com
artarmando@aol.com
License #87687

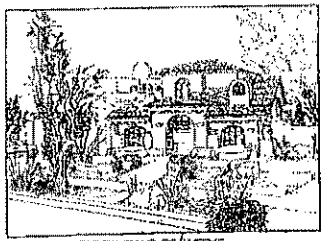
date: 8/31/05

design: armando erta, horticulturist

scale: nts

sheet 2 of 3

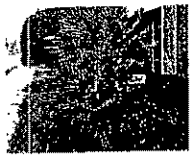
CONCEPTUAL LANDSCAPE MODEL



ARTIST RENDITION CHARLES/WEEKS



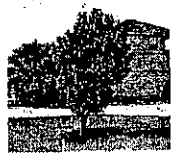
CAROLINA CHERRY LAUREL, 15 GALLON



MEDITERRANEAN FAN PALM, 15 GALLON

RAIN BIRD ESP-4 OUTDOOR WALL-MOUNT CONTROLLER

1" ATMOSPHERIC VACUUM BREAKERS



BRADFORD PEAR, 24" BOX, 2" CALIPER



3 RAIN LILY 1 GALLON



3 MEXICAN FAN PALM, 8' TRUNK, BARE-ROOT



ALL FOUNTAIN

ASSORTED BOULDERS

SMOOTH SALT RIVER ROCK



COMPACT NANDINA, 15 GALLON

SMOOTH SALT RIVER ROCK, SWALED

BERM AREA AROUND BOULDERS



6 BUFFALO JUNIPER, 5 GALLON

3 MEDITERRANEAN FAN PALM, 15 GALLON





PRIDE OF HOUSTON HOLLY, 24" BOX

ASSORTED BOULDERS, 2'x3' & 1'x2'

3/4" ROSE ROCK

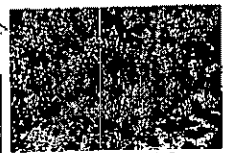
3/4" ARROYO ROCK, 33% OF FRONT AREA

ELEVATION CHANGE

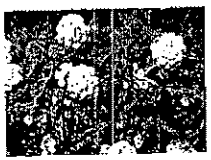
EXISTING GARDEN WALL



2 RAIN LILY, 1 GALLON



4 PURPLE LANTANA, 1 GALLON



6 GOLD MOUND LANTANA, 1 GALLON

LANDSCAPE PLAN
The Pueblos At Alameda Ranch

prepared for
BrightView Land Co.
Northrise Drive
Las Cruces, NM

ARMARC LANDSCAPE ARCHITECTURE
1300-G El Paseo Rd. #148
Las Cruces, NM 88001
Office 505-523-5501
Fax 505-647-5988
Cell 505-649-9095
www.armarclandscape.com
armarclandscape@aol.com
License #87487

date: 8/31/05

design: armando orta, horticulturist

scale: nts

sheet 3 of 3

1699

EX. B

DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32" or 1/16"=1'. Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans:
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and free-standing fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor praire grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings,

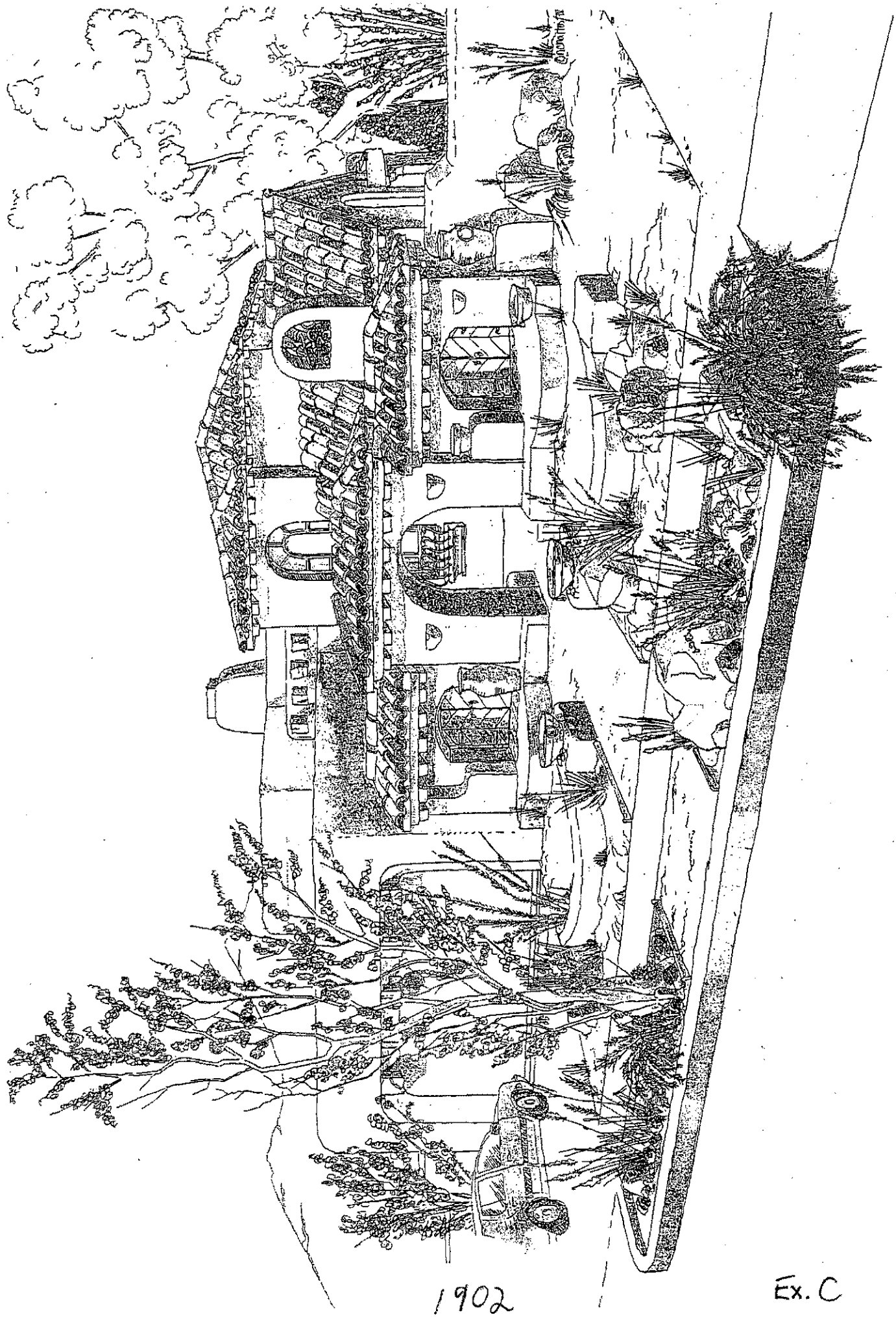
Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan). Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.
All plant material must conform to the standards set forth in the *American Standard For Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree is required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

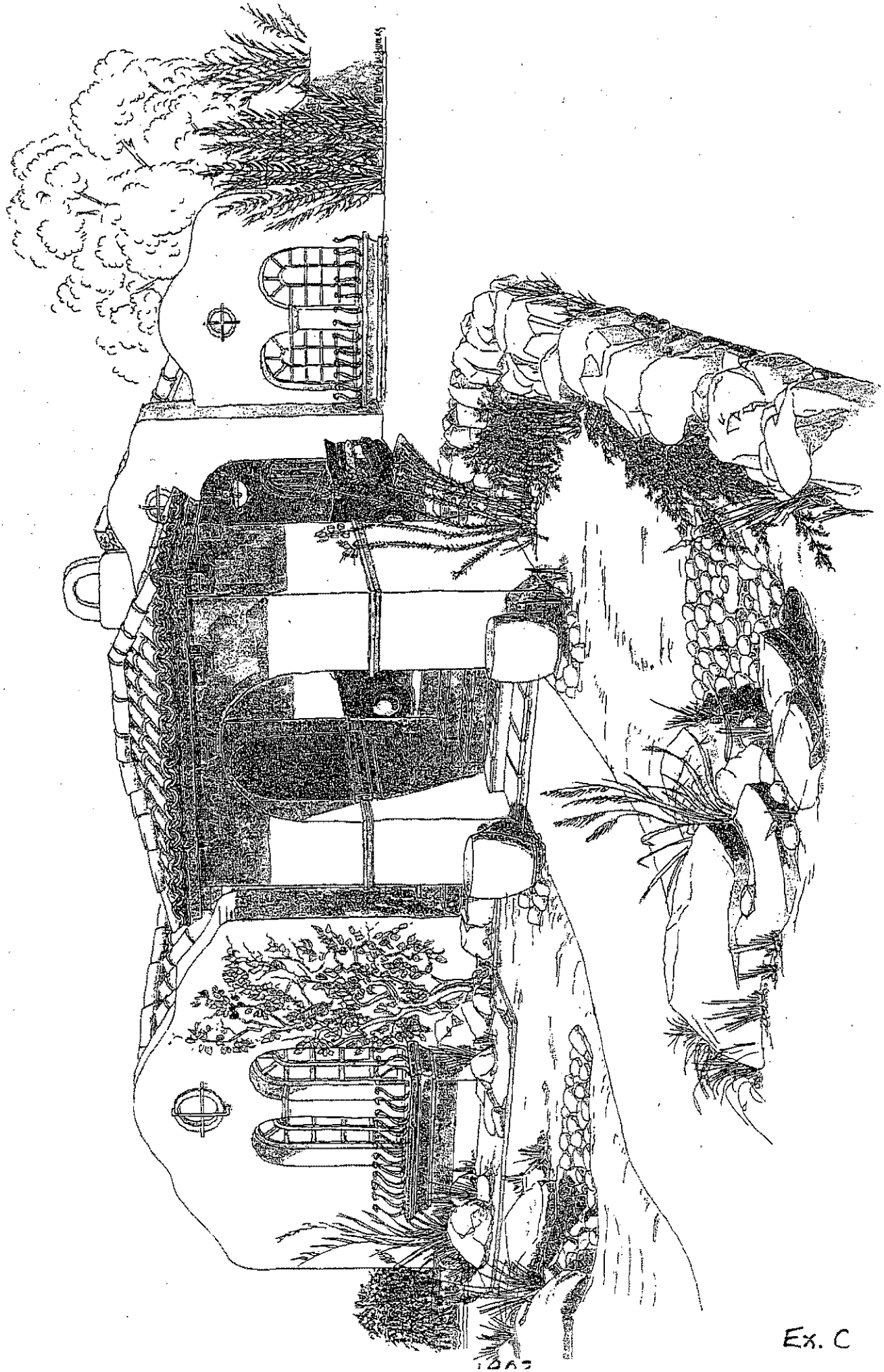
Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses) are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

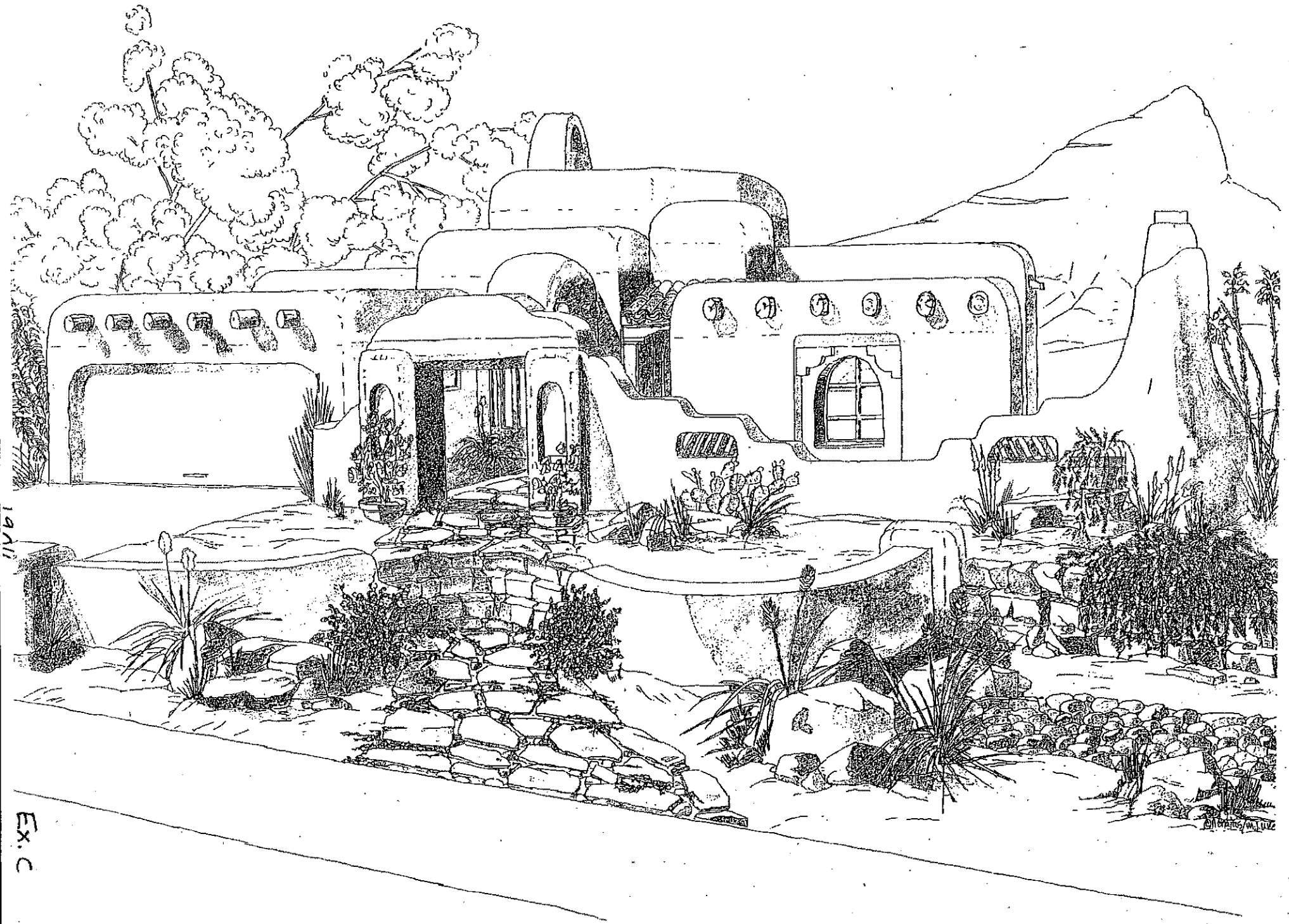


1902

Ex. C



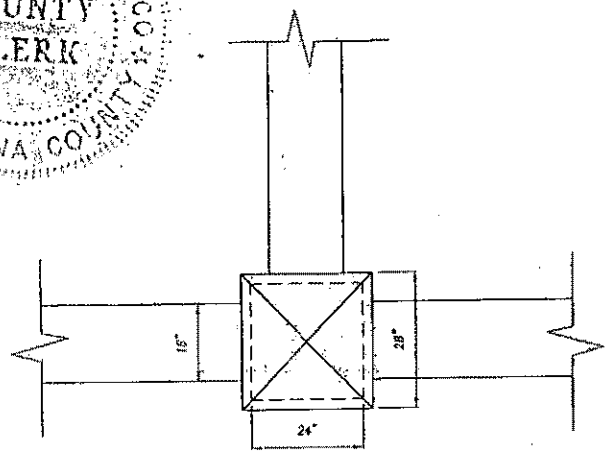
Ex. C



19/11

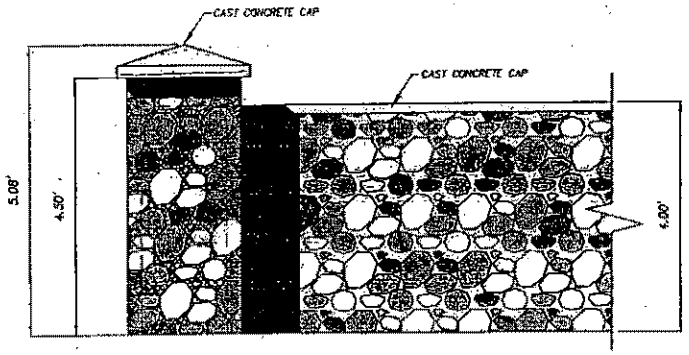
Ex. C

STATE OF NEW MEXICO
COUNTY
CLERK
DONA ANA COUNTY

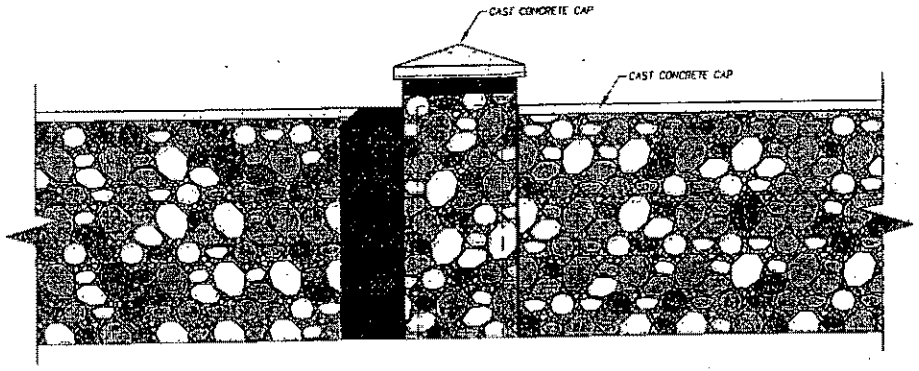


PLAN VIEW
SCALE 1"=1'

NORTH



EAST ELEVATION
SCALE 1"=1'



NORTH ELEVATION
SCALE 1"=1'

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 209
I hereby certify that this instrument was filed for recording JAN 04 2006 at 12:03 o'clock P M
Book 671 Page 1853-1905 of the Records of said County.
Rita Torres, County Clerk
BY: Rita Torres DEPUTY

1905

Ex. D

THE PUEBLOS AT
ALAMEDA RANCH

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
9/09/05	WALL PRESENTATION

dvi
denton ventures, inc.

SHEET
1

209

DOÑA ANA TITLE CO. INC.
GF 114854 / AC

(1)

ADDENDUM TO DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF

THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

Whereas Bright View Land Company (hereinafter referred to as the "Developer") has caused, and will continue to cause, certain real property in Las Cruces, New Mexico, to be surveyed, subdivided, and platted into lots known collectively as The Pueblos at Alameda Ranch Planned Unit Development; and

Whereas the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and other related documents, were recorded in Book 674, Pages 1853-1905, in the Records of Doña Ana County, New Mexico, said Declaration containing the statement that "all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and related documents;"

NOW, THEREFORE, the Developer does hereby reaffirm that all of the lands included within said Planned Unit Development area, specifically Phases 1, 2, and 3 in their entirety, as well as any and all additional phases, shall hereafter be subject to all of the covenants, conditions, and restrictions that were recorded as noted above.

IN WITNESS WHEREOF, the Developer has executed this instrument this 30th day of November, 2006.

550

Bright View Land Company

by _____
John Moscato, President

STATE OF NEW MEXICO)
) ss.
DOÑA ANA COUNTY)

Subscribed and sworn to before me this 30th day of November, 2006, by John Moscato, President of Bright View Land Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

2/5/07

By _____
Notary Public

STATE OF NEW MEXICO
COUNTY
CLERK
DONA ANA COUNTY

State of New Mexico
County of Dona Ana
RECEPTION No. 419814
I hereby certify that this instrument was filed for record on the 1st day of DEC 01 2006
at 5:03 o'clock P.M.
Book 768 Page 550-551
of the records of said County
Rita Gomez
By _____

551

CERTIFICATE OF SECOND AMENDMENT TO DECLARATION

THE SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF SECOND AMENDMENT, was made on the 27th day of January, 2009, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico non-profit corporation.

Recorded04/20/2009DAC

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the Annual Association Meeting of January 27, 2009, voted affirmatively for the adoption of this Second Amendment, a quorum of the Members being present. On March 9, 2009, the Declarant provided written notice that he would not veto either of the two Amendments set out below.

D. All terms used in this Second Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

Recorded04/20/2009DAC

AMENDMENTS:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Amendment Number 1

Declaration Article V, Section 4, Signs (amended to permit display of political signs)

Replace Article V, Section 4, of the Declaration by inserting in its place the following italicized paragraph:

REVISED Article V, Section 4, Signs. *No billboards or signs may be erected or displayed on any Lot or on any of the common areas in The Pueblos at Alameda Ranch Planned Unit Development, except (a) PUD identification signs that the Developer shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, and (c) one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Dona Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.*

Amendment Number 2

Declaration Article VII, Section 1, Enforcement Actions (amended to address denial of access to shared recreational facilities)

Amend Article VII, Section 1, of the Declaration, by adding a sentence to the end of the existing section: The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

REVISED Article VII, Section 1, Enforcement Actions. The Developer, the Design Control Committee, and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on members' lots and the housing

units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors; and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner. *The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.*

Recorded04/20/2009DAC

IN WITNESS WHEREOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 19th day of April, 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co-President, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 19th day of April, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Notary Public

IN WITNESS WHEREOF, TPARA has executed this Second Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 19th day of April, 2009 at Las Cruces, New Mexico.

Catherine M. Court
Catherine M. Court, Treasurer, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 19th day of April, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Catherine M. Court, Treasurer of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Notary Public

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

CERTIFICATE OF AMENDME
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 20TH Day Of April, 2009 at 02:00:15 PM And Was Duly Recorded as Instrument #0910550 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy _____ County Clerk, Dona Ana, NM

Recorded04/20/2009DAC

CERTIFICATE OF THIRD AMENDMENT TO DECLARATION

THE THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, by this CERTIFICATE OF THIRD AMENDMENT, was made on the 23rd day of June, 2009, by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., (hereinafter "TPARA"), a New Mexico non-profit corporation.

Recorded 06/30/2009 DAC

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Dona Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Dona Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Dona Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, and the Addendum thereto of the Association Documents (the "Declaration").

C. Pursuant to Article VIII, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five (75%) of the votes cast by the Members at the

Association Meeting of June 23, 2009, voted affirmatively for the adoption of this Third Amendment, a quorum of the Members being present. The Declarant voted for the amendment set forth below.

D. All terms used in this Third Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Declaration.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Declaration remain in full force and effect.

AMENDMENT:

NOW, THEREFORE, TPARA hereby amends the Declaration as follows:

Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Article IV, Section 13, Solar Panels (amended to permit solar panels under specific conditions)

At the end of the existing sentence, add: except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is designed to screen the panels.

REVISED Design Controls Article IV, Section 13, Solar Panels. No solar panels shall be permitted in the PUD *except solar panels located on the roof of a house, provided that their maximum height, as measured from the top of the parapet of the roof, is at least one inch (1") below the top of the parapet, so that effective screening by the use of parapets of varying heights screens the solar panels from view without appearing that the purpose of the parapets is designed to screen the panels.*

IN WITNESS WHEREOF, TPARA has executed this Third Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 29th day of June, 2009 at Las Cruces, New Mexico.

Henry C. Remm, Jr., Co-President, TPARA

Recorded 06/30/2009 DAC

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 29 day of June, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Henry C. Remm, Jr., Co-President of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy B. Maese
Notary Public

IN WITNESS WHEREOF, TPARA has executed this Third Amendment as of the date first written above.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Thus done and signed this 29th day of June, 2009 at Las Cruces, New Mexico.

Catherine M. Court
Catherine M. Court, Treasurer, TPARA

STATE OF NEW MEXICO

DONA ANA COUNTY

On this 29th day of June, 2009, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Catherine M. Court, Treasurer of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., who being duly sworn, executed the foregoing instrument.

Witness my hand and official seal.

My commission expires: May 9th, 2011

By: Cathy B. Maese
Notary Public

Recorded 06/30/2009 DAC

AMENDMENT TO COVENANTS
COUNTY OF DONA ANA) PAGES: 3
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 30TH Day Of June, 2009 at 11:33:05 AM And Was Duly Recorded as Instrument #0918041 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy County Clerk, Dona Ana, NM

Instrument # 1023328 E-Recorded 08/16/2010 02:40:31 PM
WARRANTY DEED Pages: 1 CYNTHIAC
Lynn J. Ellins, Dona Ana County Clerk

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

e-Recorded 08/16/10 DAC

Return to Dona Ana Title Company
File No. 1479881-DA07 SAA (i)

WARRANTY DEED

The Pueblos at Alameda Ranch Association, Inc., a New Mexico corporation, for consideration paid, grant(s) to The Pueblos Phase 3 Association, Inc., a New Mexico corporation whose address is PO Box 13837, Las Cruces, NM 88013, the following described real estate in Dona Ana County, New Mexico:

Tracts A, B, C, D, E, F, G, H, I and J of The Pueblos at Alameda Ranch, Phase 3, Las Cruces, New Mexico, as the same is shown and designated on the plat filed in the Office of the County Clerk of Dona Ana County, New Mexico on January 28, 2008 in Plat Book 22, Folio 406-410.

And

Tracts M., N and O of the Pueblos at Alameda Ranch, Phase 3, Replat No. 2, Las Cruces, New Mexico as the same is shown and designated on the Plat filed in the Office of the County Clerk of Dona Ana County, New Mexico on April 9, 2008 in Plat Book 22, Folio 458-459.

Subject to patent reservations, restrictions, and easements of record and taxes.

with warranty covenants.

WITNESS my/our hand(s) and seal(s) this August 12, 2010.

Michael Floyd _____

Representative Capacity

State of New Mexico)
) §
County of Dona Ana)

This instrument was acknowledged before me on August 12, 2010, by Michael Floyd as acting President of The Pueblos at Alameda Ranch Association, a NM Corp, on behalf of said Corp .

My commission expires: 2/5/11

(Seal)

Notary Public

Instrument # 1023329 E-Recorded 08/16/2010 02:40:32 PM
DECLARATION OF COVENANTS Pages: 123 CYNTHIAC
Lynn J. Ellins, Dona Ana County Clerk

DATC 1479881

e-Recorded 08/16/10 DAC

This document is being re-recorded in correction of that certain document recorded on July 7, 2010 as Document No. 1017863 to correct the following: inclusion of copies of subdivision plats labeled as Exhibits A-1, A-2, and A-3, Design Controls for The Pueblos at Alameda Ranch Planned Unit Development and Design Controls for The Pueblos at Alameda Ranch Phase 3, Exhibits B, C, and D, and Articles of Incorporation and Bylaws of The Pueblos Phase 3 Association, Inc.

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

The Pueblos at Alameda Ranch Association, Inc. (Association) hereby amends and restates the Declaration of Protective Covenants, Conditions, and Restrictions of the Pueblos at Alameda Ranch Planned Unit Development (Original Declaration) dated January 3, 2006 as amended and originally recorded in Book 674, pages 1853-1905 the records of the County recorder for Doña Ana County, New Mexico on January 4, 2006 as follows:

GEOGRAPHICAL SCOPE

These Amended and Restated Declaration (Restated Declaration) apply to the following real estate located in Doña Ana County, New Mexico which is The Pueblos at Alameda Ranch Planned Unit Development (PUD):

STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

See Attached Exhibit A

Phase 1 of the PUD is described on the attached Exhibit A-1.

Phase 2 of the PUD is described on the attached as Exhibit A-2

Phase 3 of the PUD is described on attached Exhibit A-3.

PURPOSE

The Original Declaration is being amended and restated for the following reasons:

1. To incorporate all previous amendments into one document;

2. Because Bright View Land Company is no longer involved as the Developer and there is no replacement Developer, to remove all references to the Developer; and

e-Recorded 08/16/10 DAC

3. To separate the management and control of Phases 1 and 2 of the Pueblos at Alameda Ranch Planned Unit Development from the management and control of Phase 3 of the Pueblos at Alameda Ranch Planned Unit Development, with the result that Phases 1 and 2 will be managed and controlled by the Association, Inc. and Phase 3 will be managed and controlled by The Pueblos Phase 3 Association, Inc.

WHEREAS the Association intends through the filing for record of this Amended and Restated Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, shall be subject to this Restated Declaration and related documents;

NOW, THEREFORE, the Association does hereby declare and acknowledge that all of the lands included within said Planned Unit Development are subject to all of the following covenants, conditions, and restrictions.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. The intent of this Restated Declaration is that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as highly desirable residential areas. The purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

e-Recorded 08/16/10 DAC

ARTICLES II – VII APPLY ONLY TO PHASES 1 AND 2 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

ARTICLE II

DEFINITIONS

These Definitions apply to Articles II – VII:

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Association, Inc. (Association), as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of the Association.

2. Common Areas shall mean and refer to all of the land within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to Phases 1 and 2 of the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in Phases 1 and 2 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phases 1 and 2.

e-Recorded 08/16/10 DAC

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phases 1 and 2.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phases 1 and 2 of the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Association, Inc. All persons or other parties who own or acquire any of the Lots in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Association, Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

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The responsibility to maintain and repair the Common Areas in Phase 1 and Phase 2 of the PUD shall reside with the Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Association, Inc. and this Restated Declaration. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Association shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phases 1 and 2, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to the Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Association in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors

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by November 15th of each year, in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phases 1 and 2, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to Phases 1 and 2 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phases 1 and 2 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

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Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phases 1 and 2 of the PUD being subject to the same assessment.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phases 1 and Phases 2 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phases 1 and 2 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phases 1 and 2 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD, shall be performed by a licensed homebuilder or a licensed subcontractor thereof) whose approval to engage in construction within Phases 1 and 2 of the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for Phases 1 and 2 of the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Association. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any

houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within Phases 1 and 2 of the PUD.

2. Appointment Duties. The Association shall appoint from one to three persons to serve as the Design Control Committee for Phases 1 and 2 of the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phases 1 and 2 of the PUD and abides by the Design Controls for those phases.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

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Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phases 1 and 2 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the homebuilder to whom approval of plans is given, said deposit to be used by the Committee at its sole discretion for clean up or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the homebuilder upon completion of construction, less any sums expended by the Committee for the clean up or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Committee can require an additional damage deposit; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 1 and 2 (not in the Common Areas, including the rights-of-way) during construction of a house on a Lot in Phases 1 and 2. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-

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way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phases 1 and 2 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phases 1 and 2 of the PUD. At the time that each set of plans for construction within Phases 1 and 2 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phases 1 and 2 of the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within Phases 1 and 2 of the PUD insofar as the issues and disputes are related to matters covered by these Covenants and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within Phases 1 and 2 of the PUD. Any homebuilder or other party acquiring title to any Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phases 1 and 2 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including

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but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction (including one set of all plans so submitted) in the PUD prior to the filing of these Amended and Restated Declarations and thereafter for Phases 1 and 2 and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 1 and 2 of the PUD, and

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real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the builders of homes in Phase 1 and 2 of the PUD, and their agents can occupy houses in Phase 1 and 2 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phases 1 and 2 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phases 1 and 2 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. No billboards or signs may be erected or displayed on any Lot or on any of the common areas in Phases 1 and 2 of the PUD, except (a) existing PUD identification signs or others that the Association shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, and (c) one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that

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townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to $100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phases 1 and 2 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within Phase 1 and 2 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 1 and 2 of the PUD.

9. Hunting. Hunting of any animals within Phase 1 and 2 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within Phases 1 and 2 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee

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as being unobtrusive. Notwithstanding this provision, the Association has the authority to construct and operate (or delegate the operation of) Recreational Facilities within Phases 1 and 2 of the PUD at its sole discretion for the use by and the enjoyment of all Owners in Phases 1 and 2, and the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of the Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to

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be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phases 1 and 2 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phases 1 and 2 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phases 1 and 2 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phases 1 and 2 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phases 1 and 2 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of Phases 1 and 2 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

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18. Easements Reserved. The Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phases 1 and 2, the Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phases 1 and 2 of the PUD, privacy walls shall be built (a) by the Association, subject to reimbursement by the party purchasing the Lot in Phases 1 or Phase 2, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Association decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the

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house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, whom shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

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22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phases 1 and 2 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a pending area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phases 1 and 2 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phases 1 and 2 of the PUD must commence on each Lot within thirty-six months of the purchase of the Lot. If the Owner of any Lot in Phases 1 and 2 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale to the homebuilders who are approved for Phases 1 and 2 of the PUD at a price no more than twenty percent greater than the price at which the Owner originally purchased the Lot. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Association or its assigns shall have the right,

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but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phases 1 and 2 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed hi the Official Community Web Portal.

ARTICLE VI

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that are or shall be recorded.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed

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by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phases 1 and 2 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

ARTICLES VIII – XIII APPLY ONLY TO PHASE 3 OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT.

ARTICLE VIII

DEFINITIONS

The following definitions apply to Articles VIII – XIII.

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos Phase 3 Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos Phase 3 Association, Inc.

2. Common Areas shall mean and refer to all of the land within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-

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way, the entry gates, the open space tracts, the activity paths, the recreational facilities, and the drainage structures, all of which exist for the mutual benefit of the Owners of Lots in Phase 3 of the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, Phase 3, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, Phase 3.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on Exhibit "E-1", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-410 in the records of Dona Ana County, New Mexico, and Exhibit "E-2", otherwise known as the Final Plat for the Pueblos at Alameda Ranch Phase 3 Replat No. 2 recorded on April 9, 2008 in Plat Record 22, Pages 458-459 in the records of Dona Ana County, New Mexico as well as all individually platted Lots that may be created as the result of the subdivision or replatting of Lots 101-104 of Exhibit "E-1".

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development.

6. Phase 3 Association shall mean The Pueblos Phase 3 Association, Inc., a New Mexico non-profit corporation.

7. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for Phase 3.

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8. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof.

9. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, and similar areas built in Phase 3 of the PUD for the use of all Owners.

ARTICLE IX

THE PUEBLOS PHASE 3 ASSOCIATION, INC.

1. Membership in The Pueblos Phase 3 Association, Inc. All persons or other parties who own or acquire any of the Lots in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of the Phase 3 Association in accordance with the Articles of Incorporation and the Bylaws of the Phase 3 Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

The responsibility to maintain and repair the Common Areas in Phase 3 of the PUD shall reside with the Phase 3 Association in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Phase 3 Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

2. Membership. The Phase 3 Association shall have one class of membership. Each Owner in Phase 3 shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

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3. Covenant for Maintenance Assessments. Each Owner of any Lot in Phase 3, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to Phase 3 Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Phase 3 Association, Inc. in accordance with Paragraph 4 of this Article and with Articles X and XI of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following the formation of the Phase 3 Association and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable in two equal installments on December 31st and June 30th of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas in Phase 3, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would

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be beneficial to Phase 3 of the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within Phase 3 of the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Phase 3 Association shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2011, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at a Phase 3 Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles X and XI of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in Phase 3 of the PUD being subject to the same assessment.

ARTICLE X

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within Phase 3 of the PUD. In order to achieve a harmony of design and a high level of quality and value within Phase 3 of the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all

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property can be fulfilled for the benefit of all Owners, the construction of all houses, Walls, and front-yard landscaping, as well as additions and alterations thereto, within Phase 3 of the PUD, shall be performed by a licensed homebuilder for licensed subcontractor thereof.

2. Appointment Duties. The Board may appoint at least three persons (and always an odd number) to serve as the Design Control Committee for Phase 3 of the PUD. Board members may serve on the Design Control Committee; and in the absence of an appointment of a Design Control Committee, the Design Control Committee shall be the Board. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of Phase 3 of the PUD and abides by the Design Controls.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be installed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and delivered in a manner by which time of receipt can be

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verified. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within Phase 3 of the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Committee shall be authorized by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a fee of $200.00 from the homebuilder to whom approval of plans is given, said fee to be provided by the Board, to offset any costs that may be incurred by the Phase 3 Association for clean up or repair made necessary by any construction. In the event that damages exceeding $200.00 are caused in the Common Area or neighboring lots by construction on a Lot, the Committee can require an additional damage fee; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot in Phase 3 (not in the Common Areas, including the rights-of-way) during construction of a house on the Lot in Phase 3. Furthermore, these Covenants strictly forbid the following practices: unloading or storing

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construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in Phase 3 of the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within Phase 3 of the PUD. At the time that each set of plans for construction within Phase 3 of the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within Phase 3 of the PUD at that time. It should be understood by all Owners that it is not the intent of these Covenants or the Design Controls to obstruct or otherwise unreasonably restrict the construction of homes in the Phase 3 of the PUD. The Committee shall be responsible for addressing issues and disputes governing all construction activities within the Phase 3 of the PUD. However, insofar as the issues and disputes are related to matters covered by these Covenants and the Design Control, and the decisions and actions of the Committee, such issues and disputes may be appealed to the Board in writing. Upon appeal, the Board may ratify, overrule, modify or otherwise amend the Committee's decision within 15 days. If the Board takes no action within such time, the committee's decision is deemed final.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with

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regulations governing construction activities within Phase 3 of the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within Phase 3 of the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE XI

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction

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trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in Phase 3 of the PUD, and real estate agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that, the builders of homes in Phase 3 of the PUD, and their agents can occupy houses in Phase 3 of the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in Phase 3 of the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in Phase 3 of the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs already constructed or such additional signs as the Board may authorize and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, except one political sign per Lot (not larger than eight (8) square feet) which may be erected fifteen (15) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election. These restrictions regarding signs shall not apply to model homes and offices.

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5. No Resubdivision. No Lot except for Lots 101 thru 104 of Exhibit E-1, otherwise known as the Final Plat for the Pueblos at Alameda Ranch, Phase 3 recorded on January 28, 2008 as Plat #4688 in Plat Record 22, Pages 406-10 in the records of Dona Ana County, New Mexico, shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from the Owner's Lot in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner for the cost of the clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within Phase 3 of the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of 2, 3 or 4 wheel commonly known as ATVs shall be prohibited within Phase 3 of the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of Phase 3 of the PUD.

9. Hunting. Hunting of any animals within Phase 3 of the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

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10. Recreational Activities. The installation or use outdoors within Phase 3 of the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. With regard to the Constructed Recreational Facilities in Phase 3 of the PUD (all of which are for the enjoyments of all Phase 3 owners), the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of Phase 3 Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces, New Mexico.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for

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loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in Phase 3 of the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in Phase 3 of the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of Phase 3 of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in Phase 3 of the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in Phase 3 of the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel,

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sand, rock, and earth, shall ever be permitted within the limits of Phase 3 of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Phase 3 Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. As to Phase 3, the Phase 3 Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for Phase 3 of the PUD, privacy walls shall be built (a) by the Owner along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Committee decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

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20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction, Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. In the case of an area designed for zero-lot-line homes in Phase 3 of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, which shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction

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or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in Phase 3 of the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in Phase 3 of the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Deadline for Commencement of Construction. Construction of a house in Phase 3 of the PUD must commence by December 31, 2015. If the Owner of any Lot in Phase 3 of the PUD fails to commence construction of a house as specified above, that Owner shall be required, upon expiration of the deadline specified above, to advertise the Lot for sale at a price no more than twenty percent of the median sale price of homes on equivalent lot size in the Pueblos Phase 3 over the preceding twelve months. The purchaser of any such Lot sold under these circumstances shall be required, without exception, to commence construction of a house on the Lot within four months of the new Owner's purchase of the Lot. If the Owner of any Lot in

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Phase 3 of the PUD fails to commence construction of a house as specified above and has not sold the Lot within six months of advertising the Lot for sale as specified above, the Board or its successor or assigns shall have the right, but not the obligation, to repurchase the Lot at the original purchase price at which the Owner acquired the Lot.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to Phase 3 of the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal as may be constructed by the Board.

ARTICLE XII

DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

All Commercial Lots and Recreational Tracts platted now and in the future in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development shall be subject to the restrictions of the approved PUD for Phase 3 and to the covenants and design controls pertaining to Commercial Lots and Recreational Tracts that the Board shall record.

ARTICLE XIII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee and the Board of Directors shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of Lots within Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development. Moreover, the Board of Directors shall have the right to, (a) place a lien on Members' lots and the housing units constructed thereon for their failure to pay annual, special and damage assessments, after having become past-due for

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thirty (30) days, (b) charge simple interest at the rate of fifteen percent (15%) per annum on the unpaid balance from the due date, plus costs of filing and releasing the lien, and (c) charge reasonable attorney's fees, expenses and costs of collection in the event that suit is filed by the Board of Directors, and such liens and charges shall run with the lots and housing units and shall be binding on all parties having or acquiring any right, title or interest in such real property. In addition, each Owner of a Lot within Phase 3 of the PUD shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the party bringing such successful action against that Owner. The Board of Directors shall have the right to deny access to and use of the shared facilities in the PUD, including but not limited to, swimming pools and fitness centers, to Owners of Lots and their lessees for nonpayment of assessments or any other uncured violation of these Covenants.

ARTICLE XIV

THIS ARTICLE XIV APPLIES TO PHASES 1, 2 AND 3 OF THE PUD.

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits of Articles I and XIV shall inure to all Lot Owners in Phases 1, 2 and 3 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles II – VII thereof shall inure to all Lot Owners in Phases 1 and 2 of The Pueblos at Alameda Ranch Planned Unit Development, the benefits of Articles VIII– XIII thereof shall inure to all Lot Owners in Phase 3 of The Pueblos at Alameda Ranch Planned Unit Development, and the benefits and burdens of

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this Declaration shall run with the title to all of the lands in all of the phases of The Pueblos at Alameda Ranch Planned Unit Development, as applicable.

2. Termination and Amendment of Covenants. This Restated Declaration shall remain in full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. Articles I and XIV of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association and a three-quarters of the votes of The Pueblos Phase 3 Association Inc. at annual or special meetings of each entity, Articles II and VII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association at an annual or special meeting, and Articles VIII-XIII of this Restated Declaration may be amended by a vote of three-quarters of the votes cast by the Members of The Pueblos Phase 3 Association Inc. at an annual or special meeting. All said votes to be cast at meetings duly noticed, called and held in accordance with each entity's Articles of Incorporation and Bylaws, provided a properly certified copy of the resolution of amendment is placed on record with Dona Ana County upon adoption.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the applicable Design Control Committee, the applicable Board of Directors, or any authorized Owner to enforce

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any provision of these new Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Condominium. These Covenants shall not be construed to prevent a Lot or the improvements thereon from being submitted as a plan of condominium ownership, and the recordation of a plan of condominium ownership for a Lot or the improvements thereon shall not be construed as a subdivision of the Lot or the improvements thereon.

6. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein as applicable to that party's Lot or Lots.

7. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of said covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

8. Captions. The captions, article numbers, and paragraph numbers appearing in this Restated Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Restated Declaration or in any way modify or affect this Restated Declaration.

IN WITNESS WHEREOF, the Pueblos at Alameda Ranch Association, Inc. by its duly authorized officer has executed this instrument this 12 day of August, 2010.

Pueblos at Alameda Ranch Association, Inc

By _____, President

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STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

This instrument was acknowledged before me on this 12 day of ~~June~~ August, 2010, by Michael Floyd, as President of Pueblos at Alameda Ranch Association, Inc., a New Mexico non- profit corporation.

Notary

My commission expires:
2/5/11

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COVENANTS

CERTIFICATE OF SIXTH AMENDMENT TO AND RESTATEMENT OF DECLARATION, DESIGN CONTROLS, AND BYLAWS

THE SIXTH AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT, THE DESIGN CONTROLS FOR THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT AND THE BYLAWS OF THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC., by this CERTIFICATE OF SIXTH AMENDMENT, was made on the ___ day of _____, 2013, by The Pueblos at Alameda Ranch Association, Inc. ("TPARA" or "Association"), a New Mexico nonprofit corporation.

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development, the Articles of Incorporation of TPARA, and the Bylaws of TPARA, dated January 3, 2006, were recorded January 4, 2006, in Book 674, pages 1853-1905, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Addendum to the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated November 30, 2006, was recorded December 1, 2006, in Book 768, pages 550-551, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development Phase 2, Lots 129 and 130, dated February 11, 2008, was recorded February 14, 2008 as Instrument number 0804458, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Design Controls for The Pueblos at Alameda Ranch Planned Unit Development Phase 2, Lots 129 and 130, dated February 11, 2008, was recorded February 14, 2008 as Instrument number 0804459, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901719, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Bylaws of TPARA dated January 21, 2009, was recorded January 23, 2009, as Instrument number 0901720, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, dated April 19, 2009, was recorded April 20, 2009, as Instrument number 0910550, in the Office of the County Recorder for Doña Ana

County, New Mexico.

The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated June 29, 2009, was recorded June 30, 2009, as Instrument number 0918041, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Second Amendment to the Bylaws of TPARA dated February 10, 2010, was recorded February 10, 2010, as Instrument number 1003605, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Third Amendment to the Bylaws of TPARA dated June 1, 2010, was recorded June 1, 2010, as Instrument number 1013931, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was recorded July 7, 2010 as Instrument number 1017863, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated August 12, 2010, was re-recorded August 16, 2010, as Instrument number 1023329, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development dated July 15, 2010, was recorded August 16, 2010, as Instrument number 1023330, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development was dated and recorded October 18, 2011, as Instrument number 1123946, in the Office of the County Recorder for Doña Ana County, New Mexico.

The First Amendment to the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development was dated and recorded February 1, 2012, as Instrument number 1202902, in the Office of the County Recorder for Doña Ana County, New Mexico.

The Fourth Amendment to the Bylaws of TPARA was dated and recorded February 1, 2012, as Instrument number 1202903, in the Office of the County Recorder for Doña Ana County, New Mexico.

All, the "Association Documents."

B. This Amendment amends and restates the Declaration of Covenants, Conditions, and

Restrictions of The Pueblos at Alameda Ranch Planned Unit Development (the "Declaration" or "Covenants"), including the Design Controls for Pueblos at Alameda Ranch Planned Unit Development ("Design Controls"), appended to and a part thereof, and the Bylaws of TPARA ("Bylaws"), and its purpose is: 1. To incorporate all previous amendments into one document; 2. To delete references to the Developer and The Pueblos Phase 3 Association, Inc., which owns, manages and/or and controls the real property designated and described in Plat Book 22, Folio 458-459, filed in the Office of the County Clerk of Doña Ana County, New Mexico on January 28, 2008 and April 9, 2008, respectively, and which was transferred to it by warranty deed dated August 12, 2010, recorded August 16, 2010 as Instrument number 1023328 in the Office of the County Clerk of Doña Ana County, New Mexico; and 3. To make other warranted changes in these Association Documents based upon TAPRA's experience during the past several years.

C. Pursuant to Article XIV, Section 2 of the Declaration, TPARA hereby certifies that a meeting was duly called and at least seventy-five percent (75%) of the votes cast by the Members at the Association Meeting of _____, 2013, voted affirmatively for the adoption of this Sixth Amendment to the Declaration, including the Design Controls, a quorum of the Members being present; and pursuant to Paragraph 12(b) of the Bylaws of the Association, TPARA hereby certifies at least a majority of the votes cast by the Members at the same Association Meeting of that date voted affirmatively for the adoption of this Sixth Amendment to the Bylaws, a quorum of the Members being present.

D. All terms used in this Sixth Amendment, unless otherwise defined herein, have the meaning ascribed to them in the Association Documents.

E. Except as specifically provided herein, all terms, conditions, covenants, and rights contained in the Association Documents remain in full force and effect.

AMENDMENTS:

WHEREAS TPARA intends, through the filing of record of these amended and restated Association Documents, that all real property within Phase 1and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development, shall be subject to these amended and restated Association Documents;

NOW, THEREFORE, TPARA does hereby declare and acknowledge that all of the lands included within Phase 1 and Phase 2 of the Pueblos at Alameda Ranch Planned Unit Development are subject to all of the following covenants, conditions, and restrictions, and amends and restates these Association Documents as follows:

Amendment Number 1 (DECLARATION)

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. The intent of this Declaration is that the lands in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development ("PUD") be developed and maintained as highly desirable residential areas. The purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible. This Declaration shall apply to Phase 1 and Phase 2 of the Pueblos at Alameda Ranch Planned Unit Development. Hereinafter the abbreviation "PUD" shall mean and refer to Phase 1 and Phase 2 of the PUD.

ARTICLE II

DEFINITIONS

1. Association Document shall mean all documents governing the use of the lots and the creation and operation of the association, including the Declaration, Design Controls, Bylaws, Articles of Incorporation and rules of the Association.

2. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Association, Inc., as such Board shall be constituted and shall operate in accordance with the Association Documents.

3. Bylaws shall mean the code of rules adopted for the regulation or management of

the affairs of the association, irrespective of the name by which such rules are designated.

4. Common Areas shall mean and refer to all of the land within the PUD with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to the PUD in the future, all of which shall exist for the mutual benefit of the Owners of Lots in the PUD.

5. Design Control Committee ("Committee") shall mean and refer to the Design Control Committee of the PUD, as such committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for the PUD.

6. Disclosure Certificate or Disclosure Statement shall mean the certificate or statement referred to in Sections 2(L), 11, and 12 of the State of New Mexico Homeowner Association Act.

7. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development.

8. Owner shall mean and refer to any party who owns recorded title to a Lot in the PUD.

9. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas for the PUD.

10. The Pueblos at Alameda Ranch Planned Unit Development ("PUD') shall

mean and refer to Phase 1 and Phase 2 of the planned unit development of that name or variations thereof, in the City of Las Cruces, New Mexico.

11. Recreational Facilities shall mean and refer to all swimming pools, clubhouses, meeting rooms and similar areas built in the PUD for the use of all Owners.

ARTICLE III

THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Association, Inc. All persons or other parties who own or acquire any of the Lots in Phases 1 and 2 of PUD, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Association, Inc. ("Association") in accordance with the Association Documents, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

The responsibility to maintain and repair the Common Areas in the PUD shall reside with the Association in accordance with the provisions of the Association Documents. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair. No Owner of a Lot shall perform any construction or landscaping activity on any of the Common Areas without the prior written approval of the Board of Directors.

2. Membership. The Association shall have one class of membership. Each Owner shall be entitled to one vote for each Lot, except that any Member who is in arrears in the payment of any and all annual, special or damage assessments for greater than twelve months after the due date shall not be allowed to cast votes during any and all Association Meetings

thereafter until all of the accrued past due assessments, plus late charges, interest and fees have been paid in full. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except as otherwise provided in this Paragraph, the right of a Member of the Association to vote in Association matters shall not be refused or restricted in any way.

3. Covenant for Maintenance Assessments. Each Owner of any Lot in the PUD, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to the Association such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of the Association in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following the transfer of title to the Lot and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days after the transfer of title. Thereafter, Annual Assessments shall be based upon the calendar year, shall be set by the Board of Directors by November 15th of each year, shall be billed to the Owners via the transmittal of a notice of Annual Assessment by November 30th of each year, and shall be due and payable in two equal installments on December 31st and June 30th of the following year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task.

In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to the PUD, for the upkeep of the Official Community Web Portal, for liability insurance for the Board and its members, for other appropriate Association insurance, for personnel to monitor construction within the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of $300.00 and a maximum of $500.00. The Board of Directors of the Association shall fix the Annual Assessment within said range as it deems necessary at its discretion.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in the PUD being subject to the same assessment.

ARTICLE IV

DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for the PUD are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the PUD. In order to achieve a harmony of design and a high level of quality and value within the

PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses and walls, as well as additions and alterations thereto, within the PUD, shall be performed by a properly licensed contractor or a properly licensed subcontractor thereof, and the acts approved by a majority of the Design Control Committee shall constitute the acts of the Committee.

2. Appointment Duties. The Board of Directors shall elect by majority vote at least three and not more than seven persons (which shall be an odd number) to serve as the Design Control Committee for the PUD; and the Board may, by majority vote, remove any person from the Committee without cause. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme and abides by the Design Controls for the PUD.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within the PUD, nor may any front-yard landscaping (from the front courtyard wall or dwelling entrance to the curb or sidewalk) be performed on any Lot, except the removal and replacement of plants of the same type, design and size as specified in the Design Controls, unless two complete sets of plans for such construction or landscaping are submitted to the Design Control Committee and unless the plans are approved in writing by the Committee prior to the commencement of such work. In the event that the Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such

submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

In the event that construction plans are not submitted to the Committee prior to application to the City of Las Cruces, New Mexico for a building permit, the Board of Directors may, after a written referral by the Committee, establish a Damage Assessment against the Lot in the amount of $200 as liquidated damages for this violation by the Lot Owner. Except as otherwise specified in Design Control, ArticleV, in the event that landscaping plans are submitted to the Committee later than 90 days after the submission of construction plans, the Board of Directors may, after a written referral by the Committee, establish a Damage Assessment against the Lot in the amount of $200 as liquidated damages for this violation by the Lot Owner.

4. General Construction Guidelines. The Design Control Committee shall be the sole arbiter of all construction within the PUD for compliance with approved plans and shall ensure that trash and debris are disposed of properly and that no damage is done to the Common Areas or neighboring Lots during construction; and to this end the Board of Directors or its agent shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of $200.00 from the Lot Owner to whom approval of plans is given,

said deposit to be used by the Board, after a referral from the Committee, for clean up or repair made necessary by any construction. This deposit shall be held by the Association and returned to the Lot Owner upon completion of construction, less any sums expended by the Association for the cleanup or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Board may require an additional damage deposit; or the Board may charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot (not in the Common Areas, including the rights-of-way) unless a residence is being built on an adjacent Lot by the same builder during construction of a house on a Lot in the PUD. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the PUD insofar as the issues and disputes are related to matters covered by these Covenants and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal unless the Committee refers the issue to the Board of Directors for resolution or enforcement; and the Committee shall be the sole authority to determine whether a construction activity is a

violation of these Covenants and the Design Controls; and the Committee shall be the sole arbiter to determine the point of origin and the responsible party in the event of a dispute regarding soil or debris that has run onto neighboring properties, including the Common Areas; and the Committee shall have the discretion whether to refer an issue, a dispute or a violation of these Covenants to the Board of Directors for resolution or enforcement action.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within the PUD, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with construction activities within the PUD. Any Lot Owner, homebuilder or other party acquiring title to any Lot in the PUD, or any Lot Owner, homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least seven years, complete permanent written records of all applications for approval of construction (including one set of all plans so submitted) in the PUD from the recordation of this Declaration and thereafter all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

Except as otherwise specified in Paragraphs 2, 3, 10, 19, 20, 21, and 22 of this Article, the Board of Directors shall have the right to determine whether any subsection of this Article has been violated, and shall have the discretion to commence enforcement action for such violations and for all alleged violations referred to it in writing by the Design Control Committee for enforcement action.

1. Zoning Regulations. No lands within the PUD shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force. No non-commercial Lot shall be used for the operation of any type of business involving the regular physical entry of customers on the Lot and the Common Areas; however those Lots may be used for the operation of businesses, such as internet or telephone sales, which do not involve the regular physical entry of customers on the Lot and the Common Areas.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cocheres, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the builders of homes in the PUD, and real estate

agents representing the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the builders of homes in the PUD, and their agents can occupy houses in the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, flags, and banners, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs, Patriotic and Commercial Flags and Markers. No billboards, flags or signs may be erected or displayed on any Lot or on any of the common areas in the PUD, except (a) existing PUD identification signs or others that the Association shall install, (b) two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, (c) one political sign per Lot (not larger than eight (8) square feet), which may be erected forty-five (45) days before City of Las Cruces, County of Doña Ana, State of New Mexico and federal elections, and must be removed no later than three (3) days following each respective election; (d) one small home security identification marker per Lot; and (e) one United States, New Mexico or Armed Forces flag per Lot. These restrictions regarding signs shall not apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of the PUD shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plats of the PUD, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of a Lot shall have the responsibility to remove all trash and large weeds (defined as weeds that are over twelve (12) inches in height and/or width) from the Owner's Lot in the PUD and shall not be allowed to burn trash or weeds thereon in violation of any ordinance of the City of Las Cruces, New Mexico. In the event that trash or large weeds accumulate on any Lot, causing an extreme or emergency situation, the Board of Directors or its designated agent, pursuant to Article VII, Section 1, Subsection (C), shall have the authority and responsibility to clean up the Lot and charge the Owner a minimum of fifty dollars ($50.00) or the actual cost per clean-up if the latter is higher. If the charge is not paid within the deadline, the Board shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public and Private Nuisance. No activity shall be carried on within the PUD that is a violation of federal, State of New Mexico or City of Las Cruces laws or public and private common law nuisances.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs, dirt bikes and the like, without a current operator's tag, shall be prohibited, including on all paved and unpaved Common Areas of the PUD; the operation of such vehicles with a current operator's tag shall be permitted only on the paved Common Areas of the PUD.

9. Hunting. Hunting of any animals within the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than five feet in height, and the like, shall be prohibited unless approved by the Design Control Committee as being unobtrusive. Notwithstanding this provision, the Association has the authority to construct and

operate (or delegate the operation of) Recreational Facilities within the PUD at its sole discretion for the use by and the enjoyment of all Owners, and the Board of Directors shall establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of the Association. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the Lot by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces, New Mexico. The Association shall be responsible for maintaining these sidewalks.

13. Parking and Storage of Vehicles. (A) Campers, moving vans and recreational vehicles may be parked in front of the Owner's Lot for a continuous period not to exceed thirty-two hours for loading and unloading, except that no such vehicle shall be parked within one hundred fifty (150) feet (approximately the width of two adjacent Lots) of any gates or any intersecting streets in the PUD. (B) No boats, trailers, or commercial-type vehicles shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common

Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. In addition, personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or a maximum of two abreast in a driveway within five feet of a closed garage door, notwithstanding the number of garage doors and bays. (C) Commercial relocation containers, also known as PODS, may be temporarily placed in the driveway of an Owner's Lot for a continuous period not to exceed seven days for the purpose of loading or unloading household furniture and goods.

14. On-Street Parking. The combined area of the garage and driveway of each house in the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like, except as otherwise provided in Paragraph 13 of this Article, shall be prohibited; and no personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall be parked within any of the unpaved areas of the PUD. Short-term (up to eight-hour) on-street guest parking shall be allowed, but not on a regular basis, and not overnight.

15. Animals. The keeping of common, recognized and ordinary household pets shall be permitted in the PUD, including dogs, cats, domesticated birds, fish, hamsters, and gerbils. The following animals shall not be considered common, recognized, and ordinary household pets: farm animals and wild animals including but not limited to chickens, cows, horses, goats, pigs, coyotes, snakes, wolves, and mountain lion. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large; and the excrement

produced by such pets shall be immediately collected and placed in the Owner's trash bin. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Association hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits, as well as for drainage structures. The Association may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of the PUD to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for the PUD, privacy walls shall be built (a) by the Owner of the Lot along the rear property line of each Lot and along the

secondary front property line of each corner Lot, (b) by the Association in a limited number of other locations where the Association decides that a wall is required for design continuity, and (c) by the Owner of each Lot along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction. Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built. The temporary wall shall be allowed to remain until the adjacent house is built at which time a permanent wall shall be constructed.

21. Construction and Maintenance of House Exterior on the Zero-Lot-Line. Because of the zero-lot-line design of the PUD, a Lot Owner or his representative shall require reasonable access upon and use of the Lot adjacent to the zero-lot-line for the purposes of constructing and maintaining the zero-lot-line wall of the house and related side privacy wall, and these Covenants establish a six-foot wide access easement and a four-foot wide easement for footings for those purposes. A Lot Owner has the sole responsibility to construct and maintain

the zero-lot-line side of his house and related side privacy wall even though they are on the zero-lot-line. For the purposes of construction or maintenance, a Lot Owner shall make mutually acceptable arrangements for access and use with the Lot Owner to the zero-lot-line side of his house. If such arrangements prove difficult to make, the Lot Owner requiring access for construction or maintenance shall contact the Design Control Committee, which shall have the authority under these Covenants to intervene and arrange for fair access and use from the neighboring Lot Owner so that construction or proper and necessary maintenance can be undertaken. In the event of damage to the neighboring Lot in the course of construction or maintenance of the zero-lot-line side of the house, the Lot Owner engaged in the construction or maintenance shall in a timely manner either repair or pay for the repair of any and all such damage.

22. Protection of the Zero-Lot-Line Elevation. Of particular importance in the PUD is the protection of the zero-lot-line elevation against damage from activities on the Lot adjoining the zero-lot-line elevation. The Owner of the adjoining Lot shall not install irrigation lines closer than four feet to the zero-lot-line elevation, shall not install a sprinkler system that wets the zero-lot-line elevation, shall not install a ponding area within ten feet of the zero-lot-line elevation, shall not cause a nuisance by bouncing balls against the zero-lot-line elevation or engaging in similar activities, shall not attach anything to the zero-lot-line elevation, and shall be obligated to show in the landscaping plan for his Lot how the Lot shall be graded so that runoff is directed away from the zero-lot-line elevation.

23. SWPPP Requirements. Each builder engaged in construction activity in the PUD shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP).

24. Trash Containers. The trash containers and recycling bins of each Lot Owner shall not be visible from the streets and parking Common Areas, except the evening prior to the day of collection, on the collection day scheduled by the City of Las Cruces and the recycling contractor, and shall be removed from view no later than 11:59 p.m. of the day of collection.

25. Official Community Web Portal. Each Owner shall provide to the Board of Directors a current email address for the purpose of communicating matters relating to the PUD; and all Owners shall agree to having their name, address, email address, and (optionally) home and work telephone numbers listed in the Official Community Web Portal.

26. Obstruction of View. No Lot shall contain any obstruction that, including but not limited to a tree or shrub upon reaching maturity, is likely to obstruct the views from any other Lots in a significant way. Any Owner who believes that his view is being blocked by an obstruction on another Lot may bring the matter to the attention of the Board of Directors, which has the authority to require the Owner of the Lot containing the obstruction to eliminate it.

ARTICLE VI

COVENANTS AND DESIGN CONTROLS FOR AND RESTRICTIONS ON COMMERCIAL LOTS AND RECREATIONAL TRACTS

The Phase 2 Commercial Lots, 129 and 130, shall be subject to the restrictions of the approved PUD and to the Declaration of Protective Covenants, Conditions and Restrictions of The Pueblos at Alameda Ranch, Phase 2, Lots 129 and 130, dated February 11, 2008 and recorded February 14, 2008 as Instrument number 0804458, in the Office of the Recorder for Doña Ana County, New Mexico, and the Design Controls for the Commercial Property dated February 11, 2008 and recorded February 14, 2008 as Instrument number 084459, in the Office of the Recorder for Doña Ana County, New Mexico.

Recreational Tracts platted now and in the future in the PUD shall be subject to the restrictions of the approved PUD and to the covenants and design controls pertaining to Recreational Tracts that are now or shall be recorded by the Association.

ARTICLE VII

ENFORCEMENT

Section 1. Enforcement Actions.

(A) The Board of Directors or its agent shall have the right to enforce the provisions of these Covenants and violations thereof on behalf of itself and all or part of the Owners of Lots within the PUD by any and all of the following actions except as otherwise specified in this Article: (1) File a civil action in a court of competent jurisdiction; (2) Place a lien on Members' Lot(s) and the improvements constructed thereon for failure to pay Annual, Special and Damage Assessments, including fines, after having become past-due, charge a late fee in the amount of $10 per month on the unpaid balance from the due date, plus the costs of filing and releasing the lien, charge reasonable attorney's fees and costs of collection in the event that suit is filed, and such liens and charges shall run with the Lots and improvements thereon and shall be binding on all parties having or acquiring any right, title or interest in such real property and the association's lien may be foreclosed in like manner as a mortgage on real estate; (3) Assess fines as liquidated Damage Assessments against Owners of Lots for violation of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration; (4) Remove all accumulated trash and large weeds [Declaration Article V, Section 6], from an Owner's Lot and charge the Owner a

minimum of fifty dollars ($50.00) or the actual cost per clean-up if the latter is higher, after the Owner's failure to do so only in extreme or emergency situations; (5) Deny access to and use of the shared Recreational Facilities in the PUD, including but not limited to, swimming pools, meeting rooms and clubhouses, to Owners and their lessees for nonpayment of assessments or any other uncured violation of these Covenants; (6) Owners of Lots who fail to submit construction plans or landscaping plans to the Design Control Committee prior to the deadlines set out in Declaration Article IV, Section 3 and the first paragraph of Design Controls Article II, respectively, shall be assessed liquidated damages in the amount of two hundred dollars ($200.00) for each violation; and (7) A Damage Deposit in the amount of two hundred dollars ($200.00) is required at the time of approval of construction plans and if it is insufficient to cover the cost of clean-up or repair made necessary by the failure to dispose of trash and debris, an additional Damage Assessment may be assessed against the Owner of the Lot [Declaration Article IV, Section 4]; (8) assess liquidated damages in the amount of two hundred ($200.00) if the house is occupied prior to the completion of front yard landscaping, unless the Design Control Committee issues a written waiver to the Owner of the Lot prior to occupancy [Design Control Article V].

(B) Each Owner of a Lot within the PUD shall have the right to prosecute an action for injunctive relief and damages against any other Owner of a Lot within the PUD in a court of competent jurisdiction by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of competent jurisdiction agrees to pay the reasonable attorney's fees, costs and expenses incurred by the prevailing party bringing such action against that Owner and the plaintiff who does not prevail agrees to pay the defendant's reasonable attorney's fees, costs and expenses incurred.

(C) In situations where the Board determines that immediate action is needed to remedy a covenant violation involving health, safety or public welfare, the notice requirements of this Subsection shall not apply. In all other situations where the Board of Directors or its designated agent determines that an Owner of a Lot has violated any of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration, and the Board or its agent shall provide an initial notice of the alleged violation to the Owner of the Lot at the address reflected in the Association's records, by first class and certified mail. The notice shall contain: (1) The Covenant article(s) and section(s) or subsection(s) which have been violated; (2) The date the violation was first observed or committed; (3) The conduct, action, or inaction which violates the Covenant; (4) The action required to cease, desist and/or cure the violation, and the deadline for compliance with or remedying the violation; and (5) If the Owner of the Lot fails to cure the violation within the deadline in the initial notice or a written extension of time within which to complete the remedial action, the Board of Directors or its designated agent may proceed with enforcement actions.

(D) After the Board of Directors or its designated agent determines that a Lot Owner has violated any of the Covenants set forth in Article IV and the Design Controls referred to therein and made a part of this Declaration (following a referral by the Design Control Committee) or Article V (following a referral by the Design Control Committee in Paragraphs 2, 3, 10, 19, 20, 21 and 22, but without a referral in all of the other Paragraphs) of this Declaration, and that the violation has not been cured by the deadline specified in the initial notice or a

written extension of time within which to complete the remedial action, the following schedule of fines may be assessed as Damage Assessments, alone or in combination with other enforcement actions. The following schedule of fines shall begin accruing on the day after the deadline specified in the notice of each violation or a written extension of time within which to complete the remedial action: Fifty dollars ($50.00) on the day after the deadline; an additional fifty dollars ($50.00) on the thirtieth (30th) day after the deadline; and one hundred dollars ($100.00) for each thirty (30) day period thereafter; and this schedule of fines shall not be stayed by the filing of a lien by the Board of Directors or its agent or by the filing of a lawsuit by the Lot Owner.

(E) There shall be a rebuttable presumption that all notices and written extensions of time required in this Article that are transmitted by first class mail are received five (5) days after their date. And if such documents are transmitted by first class mail and certified mail, return receipt requested, the date of the certified mail receipt shall prevail.

Section 2. Attorney Fees and Costs

A court may award attorney fees and costs to any party that prevails in a civil action between a lot owner and the Association based upon any provision of the Declaration or Bylaws.

ARTICLE VIII

GENERAL PROVISIONS

1. Covenants to Run. This Declaration shall be a burden on the title to all of the lands in the PUD, and the benefits thereof shall inure to all Lot Owners in the PUD, and the benefits and burdens of this Declaration shall run with the title to all of the lands in the PUD.

2. Termination and Amendment of Covenants. This Declaration shall remain in

full force and effect for thirty years after the date of its execution and shall thereafter automatically be renewed for successive ten-year periods without limitation. This Declaration may be amended by a vote of three-quarters of the votes cast by the Members of the Association at Annual or Special Meetings thereof, said vote to be cast at meetings duly noticed, called and held in accordance with the Articles of Incorporation and Bylaws of the Association, and each resolution of amendment that is approved by the Members shall be certified by the President and the Secretary as having been duly adopted, provided that a properly certified copy of the resolution of amendment is placed on record with Office of the Clerk of Doña Ana County, New Mexico, upon adoption.

3. Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

4. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the PUD or of any other provision of these Covenants. The failure of the Design Control Committee, the Board of Directors, or any authorized Owner to enforce any provision of these Covenants shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other provision of these Covenants.

5. Constructive Notice and Acceptance. Every party who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Lot or improvements thereon in the PUD has, and shall be conclusively deemed to have, consented and agreed to every covenant, condition, and restriction contained herein.

6. Severability. All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together; but if it shall at any time be held that any one of the covenants, conditions, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenants, conditions, or restrictions or any part thereof shall be thereby affected or impaired.

7. Captions. The captions, article numbers, and paragraph numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Declaration or in any way modify or affect this Declaration.

Amendment Number 2 (DESIGN CONTROLS)

DESIGN CONTROLS FOR THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT

ARTICLE I

STATEMENT OF INTENT

The goal of these Design Controls is to achieve a harmony of design within the residential areas of The Pueblos at Alameda Ranch Planned Unit Development ("PUD"), set out on the plats at Exhibit A annexed hereto and incorporated herein by this reference, so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Lot Owners. To that end, the construction of all houses and walls, as well as alterations and additions thereto, within the PUD shall be performed by a properly licensed contractor (or licensed subcontractor thereof).

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the PUD, and no alterations or additions of any kind thereto, shall commence without adherence to the process of approval set forth in the provisions of Article IV of the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development ("Declaration"). (1) Lot Owners should note that this process of approval requires the submittal of two complete sets of plans to the Design Control Committee. (2) Construction plans shall be in the form of two complete sets and shall include the level of detail required for obtaining a

building permit from the applicable governmental regulatory department, as well as details relating to texture, color, and special design features of all exterior surfaces. (3) Two sets of landscaping plans shall be submitted not later than 90 days after the submission of construction plans and shall include the following: a site plan drawing; site contours; and details of plant materials (with indication of size and quantity), rocks or pebbles, boulders, ground cover, lawns, paths, decks, patios, swimming pool, spa, driveway, walls, fences, flagpoles, clotheslines, playground equipment, exterior lighting, outdoor sculpture or other art, and any other relevant features that may be applicable, none of which shall be added to the Lot at any time without the written approval of the Design Control Committee. For the purpose of providing guidance to Owners regarding the type and level of landscaping required in the PUD, a list of approved plants, and sample landscaping plans that the Owners shall emulate in the creation of landscaping plans for their Lots is attached hereto and these documents appear as Exhibit B annexed hereto and incorporated herein by this reference.

The Design Control Committee does not seek to restrict individual preferences but does seek to avoid harsh contrasts within the PUD and to encourage careful design so that harmony exists between buildings and their sites, and among buildings themselves, so that the overall effect of the architecture of the houses in the PUD combined with the design of the PUD, is the creation of an outstanding, visually attractive neighborhood. To this end, a general design theme for the PUD has been established that can best be described as a blend of Pueblo, Mission, and traditional Southwest styles, featuring such exterior elements as multiple height levels for parapets and roofs, rounded corners, window-surround detailing, viga stubs, columns, corbels, ramadas, breezeways, porte-cochères, side-entry garages, terra-cotta tile, and a general sense of a hand-crafted design. For the purpose of providing guidance to Owners regarding the styles that

shall be permitted and the level of design detail that shall be the goal of every house plan for the PUD, attached hereto are three elevation sketches for the PUD that Owners shall emulate in the creation of elevation designs for the houses on their Lots; these three elevation sketches appear as Exhibit C annexed hereto and incorporated herein by this reference. Each party submitting plans to the Committee for approval shall have the responsibility of communicating to the Committee how his plans fit into the design theme for the PUD. Examples of styles and features that shall not be approved include extreme contemporary styles, styles that the Committee believes bear little resemblance to traditional Southwest design, minimalist styles devoid of Southwest features, and coloration that is predominantly white or dark in tone or glaringly contrasting in its context.

ARTICLE III

FITTING THE SITE

On each Lot, the area on which a house can be located (the building pad) has been built during the course of the construction of the PUD. Unless a setback variance is approved by the Design Control Committee or an amendment to the PUD has been granted, the site plan submitted for approval of the building pad of each single-family Lot shall depict the front, rear and side setbacks that are set forth on the recorded plat for the PUD, the recorded replats for the PUD or the amendments to the PUD, whichever is applicable. Owners should take particular note that the PUD has been designed for the vast majority of houses to be zero-lot-line patio homes. Owners shall refer to the construction plans for the PUD and confirm with the Design Control Committee what side setbacks and variances apply to a particular Lot. For townhouse Lots, the site plan submitted for approval shall depict the locations of all attached and detached houses proposed for the Lot, the setbacks for which are indicated on the recorded plat for the

PUD, recorded replats for the PUD, or amendments to the PUD.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum and maximum sizes of the living area of a house within the PUD (exclusive of basements, attics, carports, garages, open courtyards, porches, and similar structures) shall be as follows: for a single-family house, a minimum of one thousand six hundred square feet, and a maximum of three thousand five hundred square feet; for a house on a townhouse Lot, a minimum of seven hundred square feet, and a maximum of two thousand six hundred square feet, with at least fifty percent of the total square footage of any two-story house on a townhouse Lot being allocated to the first story.

2. Number of Stories. A detached single-family house shall be limited to a single story and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof. A house on a townhouse Lot shall be limited to two stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the second-story roof.

3. Height. A single-family house shall have a maximum height, as measured from the finished floor slab, of 22 feet. A house on a townhouse Lot shall have a maximum height, as measured from the finished floor slab, of 32 feet. The finished floor slab shall be constructed within 6 inches of the elevation of the building pad as built at the completion of the PUD infrastructure. For the purpose of measuring maximum height, a roof will be measured to the top of parapets or to the peak of a pitched roof. Flues and chimneys shall not be permitted to extend more than three feet above the maximum height and shall be painted to match the color of the exterior of the house.

4. Parapets and Roofs. Parapets shall extend a minimum of eighteen inches above any point in the adjoining truss system. Roof vents and penetrations shall be grouped and screened to minimize their visual impact. Pitched roofs shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Design Control Committee.

5. Zero-Lot-Line Elevation. Because the zero-lot-line side of each house so designed shall overlook the side and rear yard areas of the Lot adjoining the zero-lot-line side, no windows (with the exception of clerestory windows at least 8 feet above finished floor, and fixed windows with translucent glass); no doors; no utility meters, service boxes, wires, or cables; and no plumbing vents, dryer vents, or other penetrations shall be permitted on the zero-lot-line building elevation of a house, except in stepped-back sections as indicated below in this paragraph; nor shall water from the roof of any house be permitted to drain onto an adjacent Lot but must instead be directed entirely onto the Lot containing the house. For a Lot with its designated zero-lot-line side bordering a part of the Common Areas, a homebuilder has the option of positioning all or part of the typical zero-lot-line side of the house three feet off the lot line and thereby gaining the opportunity to include operable windows along the portion of the house so offset. Moreover, for any Lot with a zero-lot-line side, a homebuilder has the option to build a minimum of 25 feet of the structure on the zero-lot-line side and then step the house back from the zero-lot-line a minimum of 5 feet so that rooms located in the stepped-back portion can achieve egress on that side of the house.

6. HVAC Units. HVAC units shall not be permitted on the roofs of single-family homes in the PUD. The preferred location of the HVAC units is a fenced, walled, or otherwise screened from street view enclosure along the rear of a house or toward the rear of the side yard

of a house. The location of HVAC units and the method of screening them shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

HVAC units shall be permitted on the roofs of houses on townhouse Lots in the PUD but only where effective screening by parapets or other means largely screens the units from view. Both the location of the units on the roofs and the proposed method of screening shall be clearly depicted on the construction drawings submitted to the Committee; or in the absence of such detail, construction drawings shall not be accepted for review. The method preferred by the Committee for screening is the use of parapets of varying heights, designed so that it does not appear that the purpose of the parapets is to screen the units that they are in fact designed to screen.

7. Alterations and Additions. All construction and alteration work shall be prosecuted diligently. Any initial construction, alterations or additions to a house on any Lot within the PUD shall be entirely completed within eight months after commencement of construction.

8. Towers and Antenna. Pursuant to Federal Communications Commission ("FCC") rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Design Control Committee cannot unreasonable delay, prevent, or increase the cost of the ability of an Owner to receive video programming signals. However, since the Design Control Committee does have the authority to minimize the visual impact of equipment used to receive video programming signals, the Committee has adopted the following guidelines for the PUD: none of the aforementioned equipment, as well as equipment to receive high-speed internet or other signals, shall be installed within the front yard (that is, any street-side yard) of

any house; no satellite dish more than 40 inches in diameter shall be installed anywhere in the PUD; no antenna shall extend more than one foot above the roof of a house; all houses shall be equipped with conduit for the purpose of directing the installation of a satellite dish or an antenna to the least obtrusive, yet still effective, location on the roof of a house (and the location of this conduit shall be depicted on the construction drawings submitted to the Committee; or, in the absence of such detail, construction drawings shall not be accepted for review); and all houses are also recommended to be equipped with conduit for the purpose of directing the installation of a satellite dish to an unobtrusive, yet effective, location in the rear yard of a house, this being the preferred location of the Committee for such installation.

Ham radio antennas and towers, as well as any other antennas and towers that are not covered by the FCC rules cited above, shall not be installed anywhere in the PUD.

9. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, and electric service boxes shall be positioned in accordance with current City of Las Cruces, New Mexico codes and the requirements of the electric service provider and shall be positioned to make them as unobtrusive as possible as determined by the Design Control Committee. Gas meters, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, home security, and similar uses or with other utilities that may serve houses in the PUD shall be positioned completely behind a courtyard wall or similar wall of a house so that all such utility apparatus is screened from the Common Areas and from other Lots in the PUD, and under no circumstances shall any wiring or cabling associated with these utilities be installed in such a way that it is exposed or is located in visible conduit so that the wiring, cabling, or conduit can be seen from the Common Areas or from other Lots in the PUD. The location of such utility

apparatus and the method of screening it shall be depicted on the construction drawings submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

10. Outbuildings and Temporary Structures. Except as otherwise provided in Declaration Article V, Section 13, no used, previously erected, or temporary house, structure, house trailer, or permanent or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods and only then with written approval of the Design Control Committee. No building shall be occupied in any manner prior to its completion.

11. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the PUD at the time of construction of each house. The Owner of each Lot shall be responsible for maintaining said fixture. Use of other than white or pale white exterior lights shall be allowed only with specific approval of the Design Control Committee. Holiday lighting during the Christmas season shall be allowed only from November 22nd through January 3rd and only in moderation. The Design Control Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any house or Lot in the PUD shall be designed, installed, and operated so that it is unobtrusive. The Committee shall be the sole arbiter in deciding whether or not security lighting is unobtrusive. Lighting shall comply with the Ordinances of the City of Las Cruces, New Mexico.

12. Utilities. All secondary utility extensions (from trunk lines to individual structures) shall be underground.

13. Solar Panels. Solar panels shall be permitted for installation on the roof of houses in the PUD. To insure that the installation is minimally intrusive to neighbors and the

aesthetic character of the subdivision, Owners of Lots shall submit their plans to the Design Control Committee for consideration and approval. Plans shall include sufficient detail to show installed height, location on the roof, and number and size of panels for the committee to assess the visual impact of the installation. The following guidelines are established for planning and installation of solar panels: Owners of Lots shall locate panels toward the center of the lower roof elevations (for multi-elevation roofs) so that the panels do not extend more than 30 inches above the parapets. It is recognized that each installation will differ and will face unique design challenges to be both efficient and to minimize its visual impact to neighbors and the larger subdivision.

14. Driveways. All driveways in the PUD shall be concrete unless a variance is granted by the Design Control Committee for a driveway to be built with stone or brick pavers. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Design Control Committee regarding the color and pattern to be used.

15. Garages. No garage doors in any house in the PUD shall be more than nine feet in height. With the exception of being left slightly open for ventilation (not to exceed thirty-six inches), all garage doors shall be shut when not in use.

16. Front Courtyard Walls. Each single-family house in the PUD shall include a front courtyard wall that serves to enclose the side yard on the front side. The design of this wall, which shall be detailed in the same style and material as the house, and which shall be of a height sufficient to screen the utility apparatus referred to in Paragraph 9 of this Article, shall be included on the construction drawing submitted to the Design Control Committee; or, in the absence of such detail, construction drawings shall not be accepted for review.

ARTICLE V

LANDSCAPING AND WALLS/FENCES

In order to achieve an attractive and harmonious appearance of landscaping throughout the PUD, use of plants native to the region shall be required. The use of exotic plants foreign to the region, except those proven over time as viable and appropriate, shall not be permitted. Scale, selection, and placement of plants and landscaping materials should be such that one senses the plants and materials have been integrated with the overall design theme of the PUD rather than contrast with or overpower it. In particular, because of the zero-lot-line design of the PUD, no tree or shrub shall be planted close enough to the zero-lot-line elevation of the neighboring house so that it is likely to cause damage to the zero-lot-line elevation of the neighboring house. In addition, the front yard landscaping of each Lot shall be completed prior to first occupancy of a house on each Lot, unless the house is to be occupied during the months of November through February and the Owner of the Lot has obtained a written waiver from the Design Control Committee for occupancy of the house before completion of front yard landscaping; if the Owner of the Lot fails to abide by this provision, he shall be subject to the payment of liquidated damages in the amount of two hundred dollars ($200.00).

In order for the Owner of each Lot to be able to enjoy a private outdoor space, and to establish a consistency of design throughout the PUD in accordance with Article V, Section 19 of the Declaration, privacy walls constructed of rock shall be built as follows: First, the Owner of the Lot shall build a four-foot high wall along the rear property line of each Lot and along the secondary front property line of each corner Lot. Second, the Association shall build a wall in a limited number of other locations where it decides that a wall is required for design continuity. Third, the Owner of each Lot shall build a wall along the zero-lot-line side property line of each Lot, entirely on that Lot, extending from the wall on the rear property line to the front of the

house, excluding the points occupied by the house on the zero-lot-line; and the height of this wall shall be greater of six feet as measured from the zero-lot-line side or four feet as measured from the elevation of the adjoining Lot, except for a transition area within ten feet of the rear property line, in which area the height of the side wall shall be adjusted in order to achieve an attractive transition with the rear wall. All walls shall be completed prior to first occupancy of a house on each Lot. The design of the rear and side walls appears as Exhibit D annexed hereto and incorporated herein by this reference. Any alteration to rear or side walls shall be subject to the approval of the Design Control Committee.

It is the specific responsibility of the Owner of each Lot to landscape and otherwise manage the terrain of his Lot to prevent damaging runoff onto neighboring properties, including any part of the Common Areas (Declaration Article IV, Section 4). Any soil or debris from an Owner's Lot that runs onto neighboring properties, including any part of the Common Areas, shall be promptly cleaned up by the Owner of the Lot from which the soil or debris originated. In the event of a dispute regarding the point of origin of soil or debris that has run onto neighboring properties, including any part of the Common Areas, the Design Control Committee shall be the sole arbiter to determine the point of origin and the responsible party, and it has the sole discretion whether to refer such disputes to the Board of Directors for enforcement action pursuant to the provisions of Article IV, Section 3 of the Declaration.

DESIGN GUIDELINES FOR FRONT LANDSCAPING

Landscaping and automatic irrigation is required on all lots from the front courtyard wall or dwelling entrance, to the curb or sidewalk.

Landscape Plans.
Owners or Builders shall submit a landscape plan, with irrigation annotations, to the Design Review Committee for approval. Plans must be rendered to scale using one of the following methods: Architects' Scale of 1/4", 3/16", 1/8", 3/32", or 1/16"=1'.
Engineers' Scale of 1"=10' or 1"=20'.

Irrigation Plans.
No irrigation plans are required; however, irrigation annotations are required on the landscape plan, specifically identifying the location of the backflow device and the irrigation controller. No exposed backflow preventer devices nor controllers will be allowed within sight of the street. Decorative enclosures (see Architectural Elements below) are allowed, provided they are not the rectangular, pre-manufactured enclosures commonly referred to as "hot boxes."

Landscape Themes and Styles.
A Xeriscape theme and informal style is highly encouraged. However, the design goal should be to integrate the dwelling's different architectural elements with the surrounding landscape. An Approved Plant List and Examples of Recommended Landscape Models are included with Design Guidelines.

Elevation Changes.
Grading and sculpting (by way of terracing, swaling and berming) plays an important aesthetic role and is essential in tying the house to the surroundings.

Architectural Elements.
Skillful use of boulders, low-voltage or solar landscape lighting (no plastic fixtures are allowed) and water features, such as waterfalls and freestanding fountains, are encouraged. No railroad ties, scalloped edging (or similar edging products), nor plastic edging are permitted. Decorative enclosure rocks, such as those manufactured and sold by Dekorra Replicated Rock (www.dekorraproducts.com) are allowed in instances where the backflow enclosure needs to be concealed.

Aggregates and Ground Cover.
No lawns (organic nor synthetic), ground cover vines, ground cover ivy, wildflower meadows, nor prairie grass blends are allowed in front landscapes. Cultivated areas for vegetable and herb gardens will not be allowed either. Under no circumstances shall bare soil be left exposed and unimproved. No gray (presently known as Antique Screenings, Chat, ¼" Minus and Natural Rock Fines) crusher fines are permitted. No Crystal White Rock, Synthetic Bagged Rock, Volcanic Cinders, Organic Bark Mulches, Pecan Shells and Shredded Bark (when used as ground cover; acceptable when used as soil amendments) are permitted. Acceptable aggregates are Rose Crusher Fines and Rock (aka Franklin Red), Sierra Brown Crusher Fines and Rock (aka Desert Gold), Mesa Red Crusher Fines and Rock, Tan Crusher Fines and Rock (aka Desert Tan).

Arroyo Rock, Cobblestone, Salt River Rock, Riverstone and McNutt Rock are allowed, but not in quantities greater than 33% of the front landscaped area. All aggregates sold in grades of 3/8" or greater, require a porous underlayment (aka as weed mat). No plastic underlayment will be approved.

Plant Material.

All plant material must conform to the standards set forth in the *American Standard for Nursery Stock* found at www.anla.org (American Nursery & Landscape Association, 2004). Caliper measurements of tree trunks shall be taken six inches above the soil line.

Trees: Two (2) 24" box or 25 gallon equivalent, single or multi-trunk tree are required per front yard. Minimum size at time of planting must be 2" caliper. In the case of multi-trunk trees, the caliper shall be interpreted to be equal to one-half of the total caliper of up to the three of the largest trunks. For instance, if the caliper of three of the largest trunks totals four inches, the tree meets the minimum requirement of two inches. Bare-root or balled-in-burlap palm trees must have a minimum trunk height (after planting) of six feet. Clump or bush-type palms (such as Mediterranean Fan Palm) will meet the minimum standard by container size specified above.

Shrubs: A minimum of six (6) 15 gallon plants and six (6) 5 gallon plants (deciduous shrubs, canes, broadleaf evergreens, coniferous evergreens, palms, succulents, cacti or ornamental grasses are required per front yard.

Ground Cover: A minimum of fifteen (15) 1 gallon plants (perennials, biennials, ornamental grasses, corms, tubers, bulbs, succulents and cacti) are required per front yard.

DECLARATION

Exhibit E

NOTICE OF HOMEOWNER ASSOCIATION

THIS NOTICE OF HOMEOWNER ASSOCIATION OF THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT IS MADE PURSUANT TO SECTION 4(B) OF THE HOMEOWNER ASSOCIATION ACT on the 14th day of January, 2014, by the Pueblos at Alameda Ranch Association, Inc. ("Association"), a New Mexico nonprofit corporation, which is a homeowner association organized before July 1, 2013.

RECITALS:

1. Name and address of the Association: The Pueblos at Alameda Ranch Association, Inc., P.O. Box 13340, Las Cruces, NM 88013.

2. Name and address of management company charged with preparation of a disclosure certificate: Real Estate Services of New Mexico, 526 Alameda Blvd., Las Cruces, NM 88005.

3. Recording data in the Office of the County Recorder for Dona Ana County, New Mexico, for the subdivision plats:

A. Plat Record 21, Pages 349-351, recorded September 23, 2005 (Phase I, Single Lots).

B. Plat Record 21, Pages 506-511, recorded February 1, 2006 (Phase I, Townhouses).

C. Plat Record 21, Pages 770-772, recorded September 11, 2006 (Phase I, Replat No. 2).

D. Plat Record 21, Pages 742-747, recorded August 10, 2006 (Phase II, Single Lots).

E. Plat Record 22, Pages 260-261, recorded July 10, 2007 (Phase II, Townhouses).

F. Plat Record 23, Pages 528-530, recorded October 24, 2013 (Phase II, Streets).

4. Recording data for the declaration governing the lots within the development: The Sixth Amendment to and Restatement of the Declaration of Covenants, Conditions, and Restrictions of the Pueblos at Alameda Ranch Planned Unit Development, the Design Controls for the Pueblos at Alameda Ranch Planned Unit Development, and the Bylaws of the Pueblos at Alameda Ranch Association, Inc., was recorded June 24, 2013 as Instrument number 1315834, in the Office of the County Recorder for Dona Ana County, New Mexico.

IN WITNESS WHEREOF, the Pueblos at Alameda Ranch Association, Inc., by its duly authorized officers, certifies that this Notice of Homeowners Association shall be recorded as of the date first written above and execute this instrument this 21 day of January 2014, at Las Cruces, New Mexico.

The Pueblos at Alameda Ranch Association, Inc.
By

OFFICIAL SEAL
IRMA N. REDE
Notary Public
State of New Mexico
My Commission Expires 5-2-16

Robert Loveless, Treasurer

HOANotice140110.docx

STATE OF NEW MEXICO)
)ss.
DONA ANA COUNTY)

On this 21st day of January, 2014, before me, a Notary Public in and for the State of New Mexico and Dona Ana County, personally appeared Robert Loveless, Treasurer of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 5-2-16

By: Irma N. Rede
Notary Public

OFFICIAL SEAL
IRMA N. REDE
Notary Public
State of New Mexico
My Commission Expires 5-2-16

The Pueblos at Alameda Ranch Association, Inc.
By

Robert Loveless, Treasurer

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

NOTICE OF HOMEOWNERS AS
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On JAN 21, 2014 02:26:19 PM
And Was Duly Recorded as Instrument # 1401264
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Reena Rodriguez

Bylaws

Amendment Number 3 (BYLAWS)

BYLAWS OF
THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC.

1. Identity. These are the Bylaws of The Pueblos at Alameda Ranch Association, Inc. ("TPARA" or "Association") Members of the Association shall be the record title Owners of all Lots in Phase 1 and Phase 2 of The Pueblos at Alameda Ranch Planned Unit Development ("PUD"), a planned unit development located in the City of Las Cruces, New Mexico.

2. Record Disclosure to Members. (a) All financial and other records of the association shall be made available for examination by a lot owner within ten business days of the request. (b) The association shall not charge a fee for making financial and other records available for review. The association may charge a reasonable fee for copies. (c) As used in this section, "financial and other records" includes: (1) the Declaration of the Association; (2) the name, address and telephone number of the association's designated agent; (3) the Bylaws of the association; (4) the names of all association members; (5) minutes of all meetings of the association's lot owners and board for the previous five years, other than executive sessions, and records of all actions taken by a committee in place of the board or on behalf of the association for the previous five years; (6) the operating budget for the current fiscal year; (7) current assessments, including both regular and special assessments; (8) financial statements and accounts, including amounts held in reserve; (9) the most recent financial audit or review, if any; (10) all current contracts entered into by the association or the board on behalf of the association; and (11) current insurance policies, including company names, policy limits, deductibles, additional named insured and expiration dates for property, general liability and association director and officer professional liability, and fidelity policies.

3. Association Meetings. Association Meetings shall be held as follows:

(a) All Members shall be notified via the Official Community Web Portal of the date, time, place and agenda of any Association Meeting, and the notice shall be posted not less than fifteen calendar days prior to the meeting.

(b) The annual Association Meeting shall be held not later than June 30th of each year for the purpose of electing Directors and transacting any business authorized by the Members.

(c) A Special Association Meeting shall be held whenever called by a majority of the Board of Directors or whenever requested in writing by a total of one-third of the Members.

(d) The Annual Meeting and a Special Meeting may be combined, provided that the quorum and other requirements for each type of Association Meeting are met.

(e) A quorum shall consist of two-tenths of the total number of Members. For purposes of considering whether or not a quorum is present, a Member shall be counted once for each Lot that the Member owns. If an Association Meeting cannot be held because a quorum has not attended, the Members who are present shall adjourn the meeting for at least fifteen days, whereupon notice of the new date shall be given pursuant to Subparagraph 3(a) above. A quorum at the subsequent Association Meeting shall consist of one-tenth of the total number of Members.

(f) Votes may be cast in person or by proxy. Votes by proxy shall be recognized only when the proxy is signed by the record Owner or by the person designated by a certificate of appointment. Proxies shall be filed with the Secretary of the Board of Directors not later than one calendar day prior to the date of a properly noticed Association Meeting. No proxy

shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

(g) The Members of the Association shall nominate and elect a presiding chair to conduct the meeting and a recording secretary to attend to the minutes, who shall be approved by a majority of voting Members at an Association Meeting.

4. Voting. The Association shall have one class of membership. An Owner of multiple Lots shall be entitled to one vote for each Lot, but in no event shall more than one vote be cast with respect to any Lot. If a Lot is owned by one person, the right of that person to vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by a married couple, the right of that couple to cast a single vote at an Association Meeting shall be established by the record title to the Lot. If a Lot is owned by more than one unmarried person, or is under lease, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of that Lot and filed with the Secretary of the Board of Directors. If a Lot is owned by a trust or a corporation, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the trustee of the trust or the president of the corporation. If a Lot is owned by a Limited Liability Company (LLC) or any partnership, the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by the managing member of the LLC and by a general partner of any partnership. If a lot is owned by any other type of entity or group of individuals, the entity or group of individuals shall be treated as a married couple or more than one unmarried person, whichever the case may be, and the person entitled to cast the vote of that Lot shall be designated by a certificate of appointment signed by all of the record Owners of the Lot. Such certificates shall be valid until revoked, or until superseded by a subsequent

certificate, or until a change in the record ownership of the Lot. Ballots shall be counted by a neutral third party or by a committee of volunteers. The volunteers shall be selected or appointed at an Association meeting, in a fair manner, by the chairperson presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

5. Directors. The business of the Association shall be managed by a Board of Directors as follows:

(a) Except as otherwise noted in this Paragraph, the Board shall consist of at least seven and not more than eleven Directors elected by and from among the Members. The exact number (which shall be an odd number) shall be determined by the Members at the time of the election of the Board of Directors.

(b) Election of Directors shall be conducted at each Annual Association Meeting. Nominations for Directors shall be made via the Official Community Web Portal and from the floor. The election shall be by ballot and by a plurality of votes cast, each Member voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled, and cumulative voting shall be prohibited.

(c) Any Director may be removed without cause by concurrence of a majority of the votes of the Members at a Special Association Meeting called for that purpose. The vacancy in the Board so created shall be filled by Members at the same meeting, for the remainder of the term of the Director so removed.

(d) Except as to vacancies created by removal of Directors by the Members, vacancies in the Board occurring between Annual Association Meetings shall be filled by a majority vote of the remaining Directors, and the Director elected shall serve the remainder of

the vacated Director's term.

(e) Each Director who is elected at the Annual Meeting shall be elected for a term of three years and the term shall commence on the first day of the month following the month of the election.

6. Directors' Meetings. The Directors shall hold meetings as follows:

(a) Regular Meetings of the Board of Directors may be scheduled as shall be determined, from time to time, by a majority of Directors. Notice of the date, time, place and agenda of Regular Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(b) Special Meetings of the Board of Directors may be called by the President or, through the Secretary, at the request of any Director. Notice of the date, time, place and agenda of Special Meetings shall be given to each Director and to the Members via the Official Community Web Portal at least seven days prior to the date named for such a meeting.

(c) Any Director may waive notice of a meeting, and such waiver shall be deemed equivalent to the giving of notice.

(d) A quorum at a Directors' Meeting shall consist of a majority of the entire Board of Directors. A quorum, once attained at a meeting, shall be deemed to continue until adjournment, notwithstanding the voluntary withdrawal of enough directors to leave less than a quorum. If at any meeting less than a quorum is present, those Directors present may adjourn from time to time until a quorum is present. The acts approved by a majority of those present at a meeting for which there is a quorum shall constitute the acts of the Board of Directors.

(e) All meetings of the Board of Directors shall be open to the Members, except during the portion of such meetings in which there is a discussion of litigation, employees,

Directors by name, or Members by name. If the meeting is temporarily closed for any of those purposes, the remainder of the meeting shall be open to the Members.

(f) The agenda may be expanded or restricted by a majority vote of the Directors during the Meeting.

(g) Any action which may be taken at a Directors' Meeting, may be taken without a meeting only if a consent in writing, setting forth the action so taken, is signed and dated by all of the Directors, and the consent shall have the same force and effect as a unanimous vote cast in person by all of the Directors at a Directors' Meeting. Members of the Board of Directors or any Committees designated thereby may participate in a meeting of the board or committee by means of a conference telephone or similar communications equipment, such as Skype, by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting, provided that at least one director is physically present in person at the meeting site. No other action without a Directors' Meeting shall be taken by the Directors outside a meeting.

7. Powers and Duties of the Board of Directors. All of the powers and duties of the Association that exist under the Declaration of Protective Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch PUD ("Declaration") shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required. By a majority vote during a Regular or Special Meeting, the Board of Directors shall have the exclusive right and duty to (a) create committees from time to time that it, alone, deems necessary, for a specific term or indefinitely, (b) appoint Members to the committees it creates, (c) dissolve any committee without cause, and (d) discharge a Member of any committee it creates without cause.

The Board of Directors shall provide the disclosure statement as required by Sections 2 (L), 11, and 12 of the State of New Mexico Homeowner Association Act within ten business days after receipt of a written request from a Lot Owner.

8. Officers. The officers of the Association shall be elected by majority vote of the Directors at the first Meeting of the Board of Directors following the Annual Association Meeting. Any officer of the Board of Directors may be removed as an officer (but not as a Director) without cause by a majority vote of the Board during a Special Meeting called for that purpose, and the vacancy so created shall be filled by the Board at the same meeting by majority vote. The officers shall be as follows:

(a) The President, who shall be the chief executive officer of the Association and of the Board of Directors, and who shall have all of the powers and duties that are normally vested in the office of President, except as specifically reserved to the Board of Directors or any other Committee in these Bylaws and the Declaration, including the Design Controls.

(b) The Secretary, who shall be the recording officer of the Association and of the Board of Directors, who shall attend to all required and necessary notices, who shall keep the books and records of the Association and of the Board of Directors, and who shall exercise the powers of the President in the absence of the President; and

(c) The Treasurer, who shall be the financial officer of the Association and of the Board of Directors, who shall be in charge of the funds and expenditures of the Association, who shall keep the financial books of the Association in good order and who shall perform all other duties related to the officer of Treasurer.

(d) Officers and Directors shall receive no compensation for the performance of their duties but shall have the authority to hire personnel to assist in the performance of their duties. In

the performance of their duties, officers and members of the board shall exercise ordinary and reasonable care.

(e) The Board of Directors shall arrange for an annual independent audit, review or compilation of the financial books of the Association.

9. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications:

(a) "Current Expenses," which shall include all funds and expenditures to be made within the fiscal year for which the funds are budgeted, including a reasonable allowance for contingencies. The Association's fiscal year shall be the calendar year.

(b) "Reserve for Deferred Maintenance and Replacement," which shall include funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence.

(c) "Capital Improvements," which shall include the funds to be used for capital expenditures for additional improvements.

10. Expenditures. The expenditure of funds shall be determined as follows:

(a) Budgets. The Board of Directors shall adopt a budget for each fiscal year that shall include the proposed Assessments required to defray all of the expenses and costs of the accounts contained in Paragraph 8 above. Copies of the budget and proposed Assessments shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. If the budget is subsequently amended, the amended budget shall be transmitted to each Member via a posting on the Official Community Web Portal within fifteen days of adoption. The Board shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, Special Assessments, Damage

Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Board be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for maintenance items that occur less frequently than annually, and funds for repair or replacement required because of damage, depreciation, or obsolescence as required by Paragraph 8(b) hereof and funds for Capital Improvements in excess of the maximum amount specified in Paragraph 9(b)(2) hereof that have been approved by a majority of the voting Members at an Association Meeting called for that purpose.

(b) Limitations on Annual Expenditures: (1) Total expenditures for Current Expenses shall not exceed the total budgeted funds in that classification by more than ten percent (10%) without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (2) Total expenditures for Capital Improvements shall not exceed $25,000 without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose; (3) No contract for creation of a debt by a loan of funds shall be made without the prior approval of two thirds of the voting Members at an Association Meeting called for that purpose; (4) No funds budgeted for projects within Current Expenses and Reserve for Deferred Maintenance and Replacement shall be expended after June 30th of the succeeding year without the prior approval of a majority of the voting Members at an Association Meeting called for that purpose, and any surplus so created shall be carried forward as directed in Paragraph 9(a) hereof; and (5) These limitations shall not be circumvented by amending the budget.

(c) Withdrawal of funds from such accounts shall be made only by checks signed by a single individual so authorized for sums of $500.00 or less and checks shall be signed by two persons so authorized for sums greater than $500.00 as so authorized from time to time by the Board of Directors.

11. Assessments. Assessments shall be made as follows:

(a) Annual Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration. Each Member's liability for the Annual Assessment shall commence upon the date of the Member's closing on the purchase of a Lot in the PUD and shall be prorated for the initial year of ownership.

(b) Special Assessments for each Member's contribution to the budget shall be made in accordance with Article III of the Declaration.

(c) Damage Assessments shall be made in accordance with Articles IV and V of the Declaration. If a Member is in default in the payment of any assessment, the Board of Directors may declare such Member in default and take enforcement action consistent with Article VII of the Declaration. Upon written request by a lot owner, the association shall furnish a recordable statement setting forth the amount of unpaid Annual, Special and Damage Assessments against the lot owner's lot. The statement shall be furnished within ten business days after receipt of the request and is binding on the association and the board.

(d) All Annual Assessments, Special Assessments, and Damage Assessments shall be deposited by the Treasurer into an account or accounts at a bank to be designated from time to time by the Board of Directors.

12. Board of Directors Not Liable. The Board of Directors, both as a group and

individually, shall not be liable for damages to any Owner within the PUD by reason of any action or failure to act in their capacity as a volunteer member of the Board. Any party acquiring title to any property in PUD does agree and covenant that he will not bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees, or agents.

13. Amendments. The Declaration of Covenants, Conditions, and Restrictions of the PUD ("Declaration" or "Covenants"), the Design Controls of TPARA ("Design Controls") and the Bylaws of the Association ("Bylaws") shall be amended in the following manner:

(a) Notice of the Paragraph(s) of the Association Documents affected by and the specific language of a proposed amendment shall be filed with the Secretary and posted on the Official Community Web Portal no later than ten (10) days after the notice of any Association Meeting at which a proposed amendment is to be considered.

(b) A resolution to adopt a proposed amendment may be made by any voting Member. A resolution to modify the language of a properly noticed proposed amendment may be made from the floor during an Association Meeting without being posted to the Official Community Web Portal, provided that it adheres to the subject matter of the proposed amendment. An amendment of the Declaration, Design Controls, and Bylaws shall be adopted only if approved by three-quarters of voting Members at an Association Meeting.

(c) No amendment shall discriminate against any Member. No amendment shall limit the Board of Directors' authority to set Annual Assessments, Special Assessments, or Damage Assessments. No amendment shall affect the provision in Paragraph 11 above concerning the absence of liability for the Board of Directors.

(d) A copy of each amendment that is approved by the voting Members shall be

certified by the President and Secretary as having been duly adopted and shall be in full force and effect only when recorded in the office of the County Clerk of Doña Ana County, New Mexico.

14. Severability. All of the provisions, conditions and restrictions contained in these Bylaws shall be construed together; but if it shall at any time be held that any one of the provisions, conditions or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other provisions, conditions or restrictions or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, The Pueblos at Alameda Ranch Association, Inc., by its duly authorized officers, certify that this Certificate of Sixth Amendment, amending and restating the Declaration of Covenants, Conditions, and Restrictions of The Pueblos at Alameda Ranch Planned Unit Development, including the Design Controls for Pueblos at Alameda Ranch Planned Unit Development, appended to and a part thereof, and the Bylaws of TPARA, was duly adopted as of the date first written above and execute this instrument this 24th day of June, 2013, at Las Cruces, New Mexico.

The Pueblos at Alameda Ranch Association, Inc

By _____

Henry C. Remm, Jr., President

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this 24th day of June, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Henry C. Remm, Jr., President of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 3-14-15.

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

By: Monique Chavez
Notary Public

The Pueblos at Alameda Ranch Association, Inc

By Daniel B. Edwards
Daniel B. Edwards, Secretary

STATE OF NEW MEXICO)
)ss.
DOÑA ANA COUNTY)

On this 24th day of June, 2013, before me, a Notary Public in and for the State of New Mexico and Doña Ana County, personally appeared Daniel B. Edwards, Secretary of The Pueblos at Alameda Ranch Association, Inc., a New Mexico nonprofit corporation, who being duly sworn, executed the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 3-14-15.

OFFICIAL SEAL
MONIQUE CHAVEZ
Notary Public
State of New Mexico
My Commission Expires 3-14-15

By: Monique Chavez
Notary Public

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

AMENDMENT DESIGN CONTRO
PAGES: 79

I Hereby Certify That This Instrument Was Filed for Record On JUN 24, 2013 11:48:01 AM
And Was Duly Recorded as Instrument # 1315834
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Alma Arroyo