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DECLARATION OF COVENANTS Deputy: Gerardo Barrera
Scott Krahling, County Clerk, Dona Ana, NM

DONA ANA TITLE CO. INC
OF # 2336037MG

DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF

METRO VERDE SOUTH PHASES 3A AND 3B

WHEREAS Sierra Norte Development, Inc. (hereinafter referred to as the "Developer") has caused certain real property in Las Cruces, New Mexico, described in Exhibit "A," appended hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into Lots as shown on the plat of a Planned Unit Development (PUD) named Metro Verde South Phases 3A and 3B (the "Development"), filed for record in the real property records of Doña Ana County, New Mexico, on June 26, 2018, Plat Record 24, Pages 320-322;

NOW, THEREFORE, the Developer, the owner of all of the lands included within Metro Verde South Phases 3A and 3B as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Development shall be subject to all of the following covenants, conditions, and restrictions and shall be subject to County and/or City restrictions and ordinances, including such items herein that may be more restrictive.

ARTICLE I

PURPOSE OF COVENANTS

1. General Requirements. By its execution of this Declaration, the Developer acknowledges its intent that the lands in Metro Verde South Phases 3A and 3B be developed and maintained as a highly desirable residential area. The purpose of this Declaration is to assist in the establishment, protection, and preservation of the improvements and amenities in Metro Verde South Phases 3A and 3B in connection with the uses and structures

permitted by this Declaration. The primary intent of this Declaration is that the attractiveness and integrity of each property in Metro Verde South Phases 3A and 3B shall be protected insofar as is possible.

ARTICLE II

DEFINITIONS

1. Common Areas shall mean and refer to all of the land within Metro Verde South Phases 3A and 3B with the exception of the Lots and the paved portions of the public rights-of-way (that is, the paved streets). Common Areas shall include but are not limited to the park tract and structures, the ponding and drainage tracts and structures, the sidewalks, and the landscaped portions of the public rights-of-way (specifically, the parkways adjoining the sidewalks), all of which exist for the mutual benefit of the Owners of Lots in the Development.

2. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of Metro Verde South Phases 3A and 3B, as such Committee shall be constituted and shall operate in accordance with this Declaration and with the Design Controls for Metro Verde South Phases 3A and 3B.

3. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Metro Verde South Phases 3A and 3B.

4. Metro Verde South Phases 3A and 3B (Development) shall mean and refer to the land depicted in the final plat in Exhibit "A."

5. Owner shall mean and refer to any party who owns recorded title to a Lot in Metro Verde South Phases 3A and 3B.

6. Park shall mean and refer to the recreational tract and related structures built by the Developer in Metro Verde South Phases 3A and 3B and to be dedicated to the City of Las Cruces for the use of all Owners and other residents of the City.

ARTICLE III

DESIGN CONTROLS FOR LOTS

1. Design Guidelines. Design Controls for Metro Verde South Phases 3A and 3B are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the Development. In order to achieve a harmony of design and a high level of quality within the Development 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 Development, shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the Development shall be determined by application to, and approval in writing by, the Developer. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who have not been approved in writing by the Developer to engage in construction within the Development, 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 Development.

2. Appointment Duties. Until houses have been built on all of the Lots in the Development, the Developer shall serve as the Design Control Committee. Thereafter, the Developer may appoint from one to three persons to serve as the Committee for the Development. The 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 Development and abides by these Covenants and the Design Controls.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, accessory dwelling units, accessory buildings, sheds, outbuildings, swimming pools, parking areas, fences, walls, gates, garages, storage structures, patios, decks, carports, driveways, antennae, outdoor sculpture or other art,

gutters or downspouts, awnings, curbs, or sidewalks, or additions or alterations thereto, shall be constructed or installed upon any lands within Metro Verde South Phases 3A and 3B, nor shall any front-yard landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the 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 five (5) business 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 have been 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 five (5) business days.

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

4. General Construction Guidelines. The Committee shall monitor all construction within the Development 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. The Committee urges homebuilders working in the Development to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster (or, alternatively, an approved trash enclosure capable of controlling debris) 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. If a homebuilder is building more than one house in close proximity in the Development, a trash dumpster and/or a portable toilet can be shared between or among job sites. 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 rights-of-way or the Common Areas, or on a neighboring Lot (except when the neighboring lot is owned by the same homebuilder, or when the homebuilder has obtained permission from the Owner of the Lot); rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in the Development 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 may establish detailed regulations governing all construction activities within the Development. At the time that each set of plans for construction within the Development is approved, the Committee may provide to the homebuilder a copy of the regulations in force within the Development at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the Development 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 Developer, the 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 Metro Verde South Phases 3A and 3B, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Developer, the Committee, nor its individual members be liable for damages in connection with actions or failure to act by the Developer or the Committee in connection with regulations governing construction activities within the Development. Any homebuilder or other party acquiring title to any Lot in Metro Verde South Phases 3A and 3B, or any homebuilder or other party submitting plans to the Committee for approval or engaging in construction activity within the Development, 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 Developer, the Committee, or its members either individually or corporately, or its advisors, employees, or agents.

6. Written Record. The Committee shall keep and safeguard for at least four (4) years complete written or electronic records of all applications for approval of construction in the Development (including one set of all construction plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of these Covenants and the Design Controls.

7. Adjoining Lots. Adjoining Lots may not be replatted, combined into one Lot, or fenced in together. Furthermore, no purchaser shall be permitted to build any improvement so that part of the improvement is on the Lot line or on both adjoining Lots.

ARTICLE IV

RESTRICTIONS ON LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within Metro Verde South Phases 3A and 3B 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 Development, 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 Lot other than (a) one (1) single-family dwelling house with attached or detached garage and with such approved structures as one (1) accessory dwelling unit not to exceed nine hundred (900) square feet or one (1) accessory building not to exceed six hundred (600) feet, and ramadas, breezeways, carports, porte-cochères, and the like; and (b) construction trailers approved by the Committee for storage of construction materials during construction of a house. Additional details on restrictions on accessory dwelling units and accessory buildings are contained in the Design Controls.

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 Development, 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 real

estate offices. No limitation shall be placed on the length of time that the Developer, the builders of homes in the Development, and their agents can occupy houses in the Development 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 Development; and to that end the 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 Development, 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. Home Occupations and Live/Work Arrangements. Home occupations and live/work arrangements that abide by the City's Home Occupation regulations shall be permitted in the Development with the exception of the operation of a child-care facility, which shall not be allowed.

5. Signs. With the exception of Development identification signs and directional signs that the Developer shall install and two "For Sale" signs (not to be larger than 60 x 60 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 Metro Verde South Phases 3A and 3B. These restrictions regarding signs shall not apply to model homes and offices, subject to Paragraph 3 above.

6. No Resubdivision. No Lot described on the recorded plat of Metro Verde South Phases 3A and 3B 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 plat of Metro Verde South Phases 3A and 3B, except that conveyances or dedications of utilities may be made for less than all of one (1) Lot.

7. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from his Lot in Metro Verde South Phases 3A and 3B and shall not be

allowed to burn trash or weeds thereon.

8. Public Nuisance. No obnoxious or offensive activity shall be carried on within the Development, nor shall anything be permitted that shall constitute a public nuisance thereon.

9. All-Terrain Vehicles. The operation of motorized vehicles commonly known as all-terrain vehicles (ATVs) shall be prohibited within the Development.

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

11. Recreational Activities. The installation or use outdoors within the Development of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than eight (8) feet in height, and the like shall be prohibited unless approved by the Committee as being unobtrusive. Notwithstanding this provision, the Developer has the authority to construct a Park within the Development at its sole discretion for the use by and the enjoyment of all Owners and other residents of the City. Upon dedication of the Park to the City, the City's rules and regulations shall apply to the Park.

12. Improvement and Maintenance of Right-of-Way. Each Lot Owner shall be responsible for improving and maintaining the unpaved portion of the right-of-way (except for the Red Hawk Golf Road and Engler Road rights-of-way) contiguous to the Owner's Lot by installing a four-foot wide concrete sidewalk and by installing landscaping in the parkway. The sidewalk shall be installed according to the regulations of the City and shall be adjacent to the front boundary of the Lot (or, in the case of corner Lots, adjacent to both the front boundary of the Lot and the side boundary of the Lot that borders the secondary street), and the landscaping of the parkway shall be installed within the area between the back of curb and the outside edge of the sidewalk. These improvements shall be constructed prior to first occupancy of a house on a Lot.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, construction equipment, or trucks shall be stored or parked on any Lot except in a closed garage, or parked anywhere in the right-of-way or the Common Areas, except for a period of up to one (1) day, during which period the vehicle (except in the case of a moving van) must be parked in the driveway of the Lot Owner who owns the vehicle or whom the owner of the vehicle is visiting. 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, but excluding the vehicles identified in the first sentence of this paragraph, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within ten (10) feet of a garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in the Development shall be sufficient to accommodate at least two (2) motor vehicles, except that one (1) additional off-street parking space shall be available for each live/work unit and/or accessory dwelling unit on a Lot. 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 Development. Short-term on-street guest parking of up to ten (10) hours shall be allowed.

15. Vehicles in the Common Areas. With the exception of City maintenance vehicles, the operation or parking of motorized vehicles of any kind shall be prohibited within all parts of the Common Areas of the Development.

16. Animals. The keeping of ordinary household pets shall be permitted in the Development. 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. Notwithstanding any County or City ordinance, no kennel permits shall be issued or be permitted in the Development.

17. Garage Sales. Sales commonly known as garage sales shall be prohibited in the Development, except a community-wide garage sale shall be allowed during the first two (2) weekends of October of each year.

18. Mining, Drilling, and 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 Development. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

19. Easements Reserved. The Developer hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements as shown on the plat of the Development 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 plat of the Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat of the Development or these Covenants.

20. Walls. Privacy walls shall be built in accordance with the Design Controls for the Development. Any alteration or addition to the walls shall be subject to the approval of the Committee.

21. SWPPP Requirements. Each builder engaged in construction activity in the Development shall comply with EPA and City of Las Cruces regulations regarding the Storm Water Pollution Prevention Program (SWPPP) and any other applicable environmental or similar regulations.

ARTICLE V

ENFORCEMENT

1. Enforcement Actions. The Developer and the Committee shall have the right but not the obligation to prosecute any action to enforce the provisions of these Covenants or the Design Controls by injunctive relief or any other available means, on behalf of itself or one or more of the Owners of Lots within the Development. In addition, each Owner of a Lot within the Development shall have the right but not the obligation to prosecute any action by injunctive relief or by means of other legal action, as well as for damages, by reason of any violation of these Covenants or the Design Controls. Any Owner of a Lot determined to be in violation of these Covenants or the Design Controls by a court of appropriate jurisdiction agrees to pay the reasonable attorney's fees incurred by the party bringing such successful action against that Owner.

ARTICLE VI

GENERAL PROVISIONS

1. Covenants to Run. These Covenants and the Design Controls shall be a burden on the title to all of the lands in Metro Verde South Phases 3A and 3B, and the benefits thereof shall inure to all Lot Owners in Metro Verde South Phases 3A and 3B, and the benefits and burdens thereof shall run with the title to all of the lands in Metro Verde South Phases 3A and 3B.

2. Termination and Amendment of Covenants. These Covenants and the Design Controls shall remain in full force and effect for thirty (30) years after the date of execution and shall thereafter automatically be renewed for successive ten-(10-)year periods without limitation. These Covenants and Design Controls may be amended by a vote of three-quarters of the votes cast by the Owners of record of Lots in Metro Verde South Phases 3A and 3B, with one (1) vote being allocated to each Lot, at a meeting called for the purpose of such a vote, subject to the concurrence of the Developer as noted below, 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 Owners for amendment of these Covenants and Design Controls, the Developer shall have the sole and non-appealable authority to veto any proposed amendment of these Covenants until December 31, 2023.

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 or the Design Controls 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 Development or of any other provision of these Covenants or the Design Controls. The failure of the Developer, the Committee, or any Owner to enforce any provision of these Covenants or the Design Controls 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 or the Design Controls.

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 Development 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 these Covenants and the Design Controls shall be construed together; but if it shall at any time be held that any one or more 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.

7. Captions. The captions, article numbers, and paragraph numbers appearing in these Covenants and the Design Controls 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 these Covenants or the Design Controls or in any way modify or affect these Covenants or the Design Controls.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands described and subdivided, now and in the future, as Metro Verde South Phases 3A and 3B, has executed this instrument this 27th day of June, 2018.

SIERRA NORTE DEVELOPMENT, INC.

by _____
John T. Moscato

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

Subscribed and sworn to before me this 27th day of June, 2018, by John T. Moscato, as Vice President of Sierra Norte Development, Inc., a New Mexico corporation.

Witness my hand and official seal.

My commission expires:

By _____
Notary Public

OFFICIAL SEAL
ANNETTE I. ROMERO-SALAS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 9-21-2018

DESIGN CONTROLS FOR

METRO VERDE SOUTH PHASES 3A AND 3B

ARTICLE I

STATEMENT OF INTENT

As a part of the Declaration of Protective Covenants, Conditions, and Restrictions of Metro Verde South Phases 3A and 3B, these Design Controls have as their goal the achievement of a harmony of design within Metro Verde South Phases 3A and 3B so that the reasonable expectations of Lot Owners regarding improvement and beautification of all property within the Development 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 or additions thereto, within the Development shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the Development shall be determined by application to, and approval in writing by, the Developer.

ARTICLE II

DESIGN REVIEW

No construction of a new house, walls, or landscaping on any Lot in the Development, 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 III of the Declaration of Protective Covenants, Conditions, and Restrictions of Metro Verde South Phases 3A and 3B. Lot Owners should note that, although this process of approval requires only one (1) submittal of one (1) 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. Construction plans submitted for final review shall be in the form of one (1) complete set and shall include the level of detail required for obtaining a building permit from the City of Las Cruces, as well as details relating to texture, color, and special design features of all exterior surfaces.

Landscaping plans for front and side yards 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, driveway, walls, fences, gates, 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 front or side yards of the Lot at any time without the written approval of the Committee.

While the Committee does not seek to restrict individual preferences, it does want to avoid harsh contrasts within the Development 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 Development, combined with the design of the Development, is the creation of a visually attractive neighborhood. To this end, the Developer has established a general design theme for the Development that can best be described as a blend of traditional and contemporary Southwest styles, including but not limited to Pueblo Revival (Santa Fe), Mission Revival, Spanish Colonial, Prairie Ranch, Rustic Industrial, and Farmhouse. Examples of submittals that shall not be approved include extreme contemporary styles, minimalist styles devoid of Southwest features, and coloration that is predominantly and starkly white or dark in tone or glaringly contrasting in its context. Moreover, in order to avoid the repetitive appearance of tract houses in the Development, the Committee shall not approve identical—or substantially the same—building elevations on more than thirty-five (35) percent of the houses on one (1) side of any block in the Development, or closer than two (2) lots apart on one (1) side of any block, or on Lots directly across the street from each other. Accessory dwelling units and accessory buildings

shall be designed and built so that they adhere to the same design, and include the same materials, as the main house on that Lot. No prefabricated or kit-type accessory dwelling unit or accessory building, no storage sheds, and no doghouses more than four (4) feet in height shall be approved, installed, or constructed in the Development.

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 infrastructure for the Development. In essence, unless a setback variance has been granted or an amendment to the Development has been approved and recorded, the building pad for each single-family Lot is the entire Lot less a front house setback of twelve (12) feet, a front garage setback of twenty (20) feet, a secondary front setback (for corner lots) of twelve (12) feet, a rear setback of fifteen (15) feet, and side setbacks of five (5) feet. No zero-lot-line (or patio) homes shall be approved for construction in the Development.

Owners and homebuilders should take particular note of the special conditions that the City approved for the Development: "A 10 ft. separation between buildings or groups of attached buildings shall be maintained, with the following exceptions: first, an encroachment of the roof overhang by 12 in. or less only at roof height; and, second, an encroachment of 6 in. or less for lighting fixtures, for moulding around doors and windows, for decorative banding, for hardware for doors and windows, for canales, and for downspouts." In addition, "Porches and/or decks may encroach 3 ft. into the front setback and 7 ft. into the rear setback." Notwithstanding any other condition or regulation governing the Development, no wall or structure of any kind shall be built within any utility easement.

ARTICLE IV

BUILDING DESIGN

1. Size. The minimum size of the living area of a house in the Development (exclusive of basements, attics, garages, open courtyards, porches, accessory dwelling units, accessory buildings, and similar structures) shall be one thousand four hundred (1,400) square feet, with at least fifty (50) percent of the total square footage of any two-(2-)story house being on the first story. In addition, the width of the front elevation, excluding any front courtyard wall, shall be not less than ten (10) feet of the maximum width permitted on that Lot.

The maximum size of an accessory dwelling unit shall be nine hundred (900) square feet. The maximum size of an accessory building shall be six hundred (600) square feet.

2. Number of Stories. Houses shall be limited to two (2) stories and shall not be permitted to include any kind of deck, patio, porch, or similar feature on any part of the roof of a second story.

Accessory dwelling units and accessory buildings shall be limited to one (1) story.

3. Height. Houses shall have a maximum height, as measured from the finished floor slab, of thirty (30) feet. The finished floor slab shall be constructed within twelve (12) inches of the elevation of the building pad as built at the completion of the Development infrastructure. For measuring maximum height, a roof shall 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 two (2) feet above the maximum height.

Accessory dwelling units and accessory buildings shall have a maximum height, as measured from the finished floor slab, of fourteen (14) feet.

4. Parapets and Roofs. Parapets of houses, accessory dwelling units, and accessory buildings with flat roofs shall extend a minimum of nine (9) inches above any point in the adjoining truss system. The inner sides of the parapets shall be coated with a material identical in color to that of either the outside of the parapet or the surface of the adjoining

flat roof. Pitched roofs of houses, accessory dwelling units, and accessory buildings shall be covered with clay or cement tiles, the color and shape of which shall be subject to the approval of the Committee.

5. HVAC Units. HVAC units shall not be permitted on the roofs of any houses, accessory dwelling units, or accessory buildings in the Development unless the units are screened in a method approved by the Developer. The preferred location of the HVAC units is a screened enclosure along the rear of a house, accessory dwelling unit, or accessory building 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.

6. Period of Construction. All construction and alteration work shall be prosecuted diligently. Any building of a new house on any Lot within the Development shall be entirely completed within eight (8) months after commencement of construction. Any alterations or additions to an existing house on any Lot within the Development shall be entirely completed within four (4) months after commencement of construction.

7. Towers and Antennae. Pursuant to Federal Communications Commission rules adopted as directed by Congress in the Telecommunications Act of 1996 and thereafter, the Committee cannot unreasonably delay, prevent, or increase the cost of the ability of an Owner to receive video or other programming signals. However, since the Committee does have the authority to minimize the visual impact of equipment used to receive programming signals, the Committee has adopted the following guidelines for the Development: 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 (1) meter in diameter shall be installed anywhere in the Development; no antenna shall extend more than two (2) feet above the roof of a house, accessory dwelling unit, or accessory building; and all houses, accessory dwelling units, and accessory buildings shall be equipped with conduit through the structure, rather than along

the exterior, for the purpose of directing the installation of a satellite dish, antenna, or other receiving device 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).

Ham radio antennae and towers, as well as any other antennae and towers that are not covered by the FCC rules cited above or similar rules or regulations, shall not be installed anywhere in the Development.

8. Utility Meters, Utility Boxes, and Wires. All exterior electric meters, electric disconnect controls, electric service boxes, telephone service boxes, telephone hubs, cable TV service boxes, cable TV hubs, and all wiring and cabling associated with electric, telephone, cable TV, internet, home security, and similar uses that may serve houses in the Development shall be positioned in a location other than the front elevation of a house (as well as the street-facing side elevation of a corner house). 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 on the exterior of any house, accessory dwelling unit, or accessory building. Excluded from the restrictions in this paragraph are the electric, telephone, and cable TV infrastructure installed as part of the completion of Development.

9. Outbuildings and Temporary Structures. No manufactured or site-built shed or storage unit or structure shall ever be placed, erected, or allowed to remain on any Lot. No doghouse or kennel more than four (4) feet in height shall ever be placed, erected, or allowed to remain on any Lot. 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 for construction trailers during construction periods and only then with written approval of the Committee. No house or accessory dwelling unit shall be occupied in any manner prior to its completion.

10. Exterior Lighting. A front-yard or front-elevation exterior light fixture shall be installed for every house in the Development 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 20th through January 6th and only in moderation. The Committee shall be the sole arbiter in deciding whether or not holiday lighting is excessive. Any security lighting on any structure in the Development 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.

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

12. Solar Panels. Solar panels shall be permitted in the Development on any structure with a flat roof, and the maximum angle above horizontal for any solar panels in the PUD shall be twenty (20) degrees. Ground-mounted solar panels shall be permitted only if they are completely enclosed within rock walls that are at least one (1) foot higher than the panels themselves.

13. Driveways. All driveways in the Development shall be concrete unless a variance is granted by the Committee. Colored or stamped concrete shall be used in a driveway only with the specific approval of the Committee regarding the color and pattern to be included.

14. Garages. No garage door in any house in the Development shall be more than nine (9) feet in height. With the exception of being left slightly open for ventilation, all garage doors shall be shut when not in use.

No accessory dwelling unit or accessory building in the Development shall contain a garage door.

Throughout these Design Controls, with the exception of references to building setbacks, all references to "house" or "houses" shall be deemed also to mean and refer to "garage" or "garages."

15. Front Courtyard Walls. Front courtyard walls shall be permitted but are not required. Arches and entryways in a front courtyard wall shall have a maximum height of fifteen (15) feet, while the remainder of a front courtyard wall shall have a maximum height of nine (9) feet. Front courtyard walls shall not be permitted to extend into the front house setback, and they must meet all conditions of the City's "clear-sight triangle."

ARTICLE V

LANDSCAPING AND WALLS

1. Landscaping. In order to achieve an attractive and harmonious appearance of landscaping throughout the Development, use of plants native to the region shall be encouraged. 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 the plants and materials have been integrated with the overall design theme of the Development rather than contrast with or overpower it. Front-yard landscaping shall include at least two (2) trees and ten (10) shrubs, with low to moderate irrigation, as well as sufficient rocks, pebbles, and/or gravel mulch to achieve soil stabilization and dust control.

The front-yard landscaping of each Lot shall be substantially completed prior to first occupancy of a house on each Lot. The landscaping of each Lot shall include the parkway(s) located between the back of the curb and the outer edge of the sidewalk adjoining the Lot, and the improvement of such parkway(s) shall include an extension of the landscape theme from the front yard of the Lot and shall include at least two (2) trees (and an additional two (2) trees in the case of a corner lot).

Although development runoff from the Development is controlled in a system of regional ponds built with the infrastructure of the Development, each Lot is nonetheless required to reduce both erosion on the Lot and deposit of sediment in the street by the inclusion of small, strategically located on-lot ponds that blend with the landscaping of the

Lot and that accept the runoff from the roof drains of the house. Drainage should generally be directed to the street in the front of each house.

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 Committee shall be the sole arbiter to determine the point of origin and the responsible party.

2. Walls. In order for the Owner of each Lot to be able to enjoy a private outdoor space, and in order to establish a consistency of design and a distinctive appearance throughout the Development, privacy walls constructed of rock, in a style to be submitted pursuant to the review process detailed in Article II herein, shall be built (a) by the Developer at the Developer's sole discretion, subject to reimbursement by the party purchasing the Lot from the Developer at the time of the closing of the sale of the Lot from the Developer, along the rear property line, and occasionally the side property line, of one (1) or more Lots and along the secondary front property line of one (1) or more corner Lots, and/or (b) by the homebuilder of each Lot, at the expense of the homebuilder or Lot Owner. Under no circumstances shall any of the walls built by the Developer or its subcontractors, or by a homebuilder or its subcontractors, be altered, or added to, in any way; nothing shall be attached to the walls; and no wood, metal, or fabric fences or walls shall be built anywhere in the Development.

To the extent that one (1) or more walls of a Lot adjoin a Common Area, the Owner of such a Lot bears sole financial responsibility for the cost of the wall(s). Otherwise, in all instances in which one (1) or more walls of a Lot are built on the property boundary line, so that approximately half the width of the wall is on one (1) Lot, and the other half of the

width of the wall is on the adjacent Lot, the cost of such wall(s) shall be borne equally by the benefiting Owners, with payment of said prorated cost to be made at the closing of the second Lot.

All walls shall be completed prior to first occupancy of a house on each Lot. The height of the rear and side walls shall be between five (5) and six (6) feet as measured from the lot with the higher elevation, except where the height of side walls on corner Lots must be stepped down in height due of clear-sight triangle restrictions. The height of a side wall shall not exceed the height of a rear wall at the point at which the two (2) walls meet. No wall shall be permitted to extend into the front house setback.

IN WITNESS WHEREOF, the Developer, the owner of all of the lands described and subdivided, now and in the future, as Metro Verde South Phases 3A and 3B, has executed this instrument this 27th day of June, 2018.

SIERRA NORTE DEVELOPMENT, INC.

by _____
John T. Moscato

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

Subscribed and sworn to before me this 27th day of June, 2018, by John T. Moscato, as Vice President of Sierra Norte Development, Inc., a New Mexico corporation.

Witness my hand and official seal.

My commission expires:

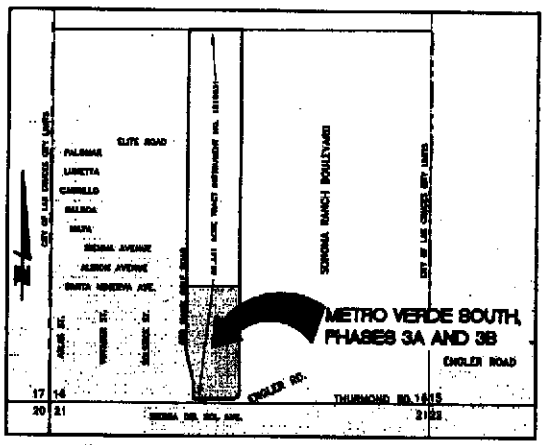
By _____
Notary Public

OFFICIAL SEAL
ANNETTE I. ROMERO-SALAS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 9-21-2018

Exhibit A

METRO VERDE SOUTH, PHASES 3A AND 3B

BEING A PORTION OF AN 89.441 ACRE TRACT INSTRUMENT NO. 1810531 RECORDED ON MAY 2, 2018 IN THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
MAY 7, 2018



VICINITY MAP – NOT TO SCALE

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS METRO VERDE SOUTH, PHASES 3A AND 3B, AND CONTAINS 26.914 ACRES 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 UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENTS THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

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

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 19TH DAY OF May 20 18

JOHN MOSCATO, VICE PRESIDENT
SIERRA NORTE DEVELOPMENT, INC.
3900 W. PICACHO AVENUE
LAS CRUCES, NEW MEXICO 88007

INSTRUMENTS OF TITLE: 89.441 ACRE TRACT INSTRUMENT NO. 1810531 FILED MAY 2, 2018

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF May 20 18 BY: JOHN MOSCATO

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: 8-12-19

OFFICIAL SEAL
KATHY GRIMM
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 8-12-19

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KORY W. GREINER, PS 9761 — DATE: 5-18-18

KORY W. GREINER — NEW MEXICO — 9761 — REGISTERED PROFESSIONAL LAND SURVEYOR

PLAT NO. 5101.2 RECEPTION NO. 1815221

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

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 21 DAY OF June 20 18 AT 11:22 O'CLOCK AND DULY RECORDED IN PLAT RECORD 184 PAGE(S) 330-332 FILED IN THE RECORDS OF SAID COUNTY.

COUNTY CLERK
DEPUTY CLERK

STATE OF NEW MEXICO — COUNTY 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 AND MAINTENANCE OF ELECTRICAL UTILITIES.

BY: [signature] DATE: 5/14/18

QWEST CORPORATION, d/b/a CENTURYLINK QC

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST CORPORATION, d/b/a CENTURYLINK QC, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF TELEPHONE UTILITIES.

CENTURYLINK, INC. DISCLAIMER: THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE TELEPHONE SERVICE TO THIS SUBDIVISION.

BY: [signature] DATE: 5/15/18

COMCAST CABLE COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF CABLE UTILITIES.

BY: [signature] DATE: 5-17-18

MOONGATE WATER COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

BY: [signature] DATE: 5-17-18

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL OF 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: 6/12/18.
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: [signature] DATE: 5/21/18
DIRECTOR OF UTILITIES

BY: Dan Richter for JAG DATE: 5/29/18
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

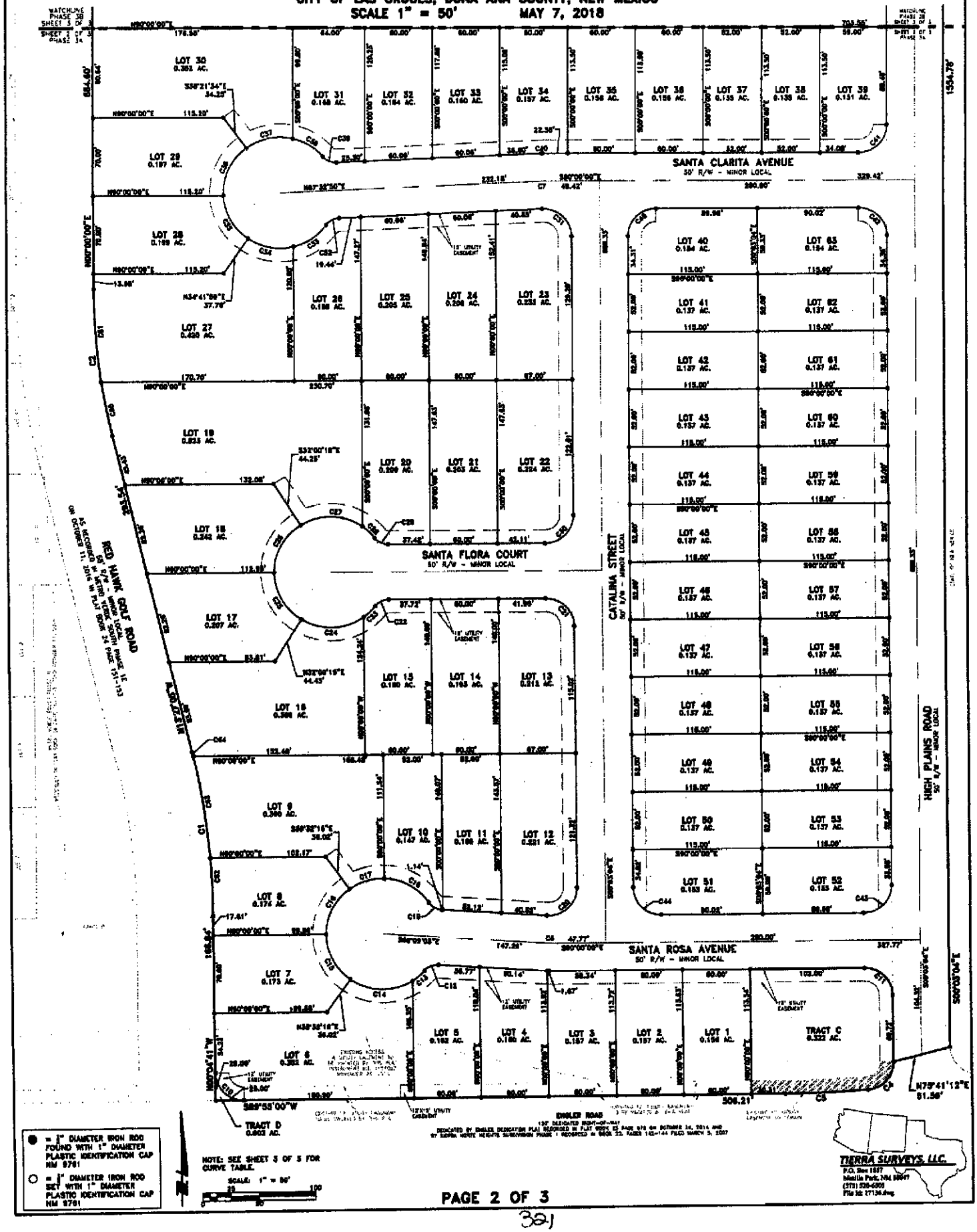
THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING AND IS APPROVED FOR FILING WITH THE COUNTY CLERK.

CHAIRMAN — DATE: 5/22/18
SECRETARY — DATE: 5/22/18

TIERRA SURVEYS, LLC
P.O. Box 1897
Mesilla Park, NM 88047
(575) 520-4505
File Id: 17136.dwg

METRO VERDE SOUTH, PHASES 3A AND 3B

BEING A PORTION OF AN 89.441 ACRE TRACT INSTRUMENT NO. 1810531 RECORDED ON MAY 2, 2018 IN THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE 1" = 50' MAY 7, 2018



METRO VERDE SOUTH, PHASES 3A AND 3B

BEING A PORTION OF AN 89.441 ACRE TRACT INSTRUMENT NO. 1810531 RECORDED ON MAY 2, 2018
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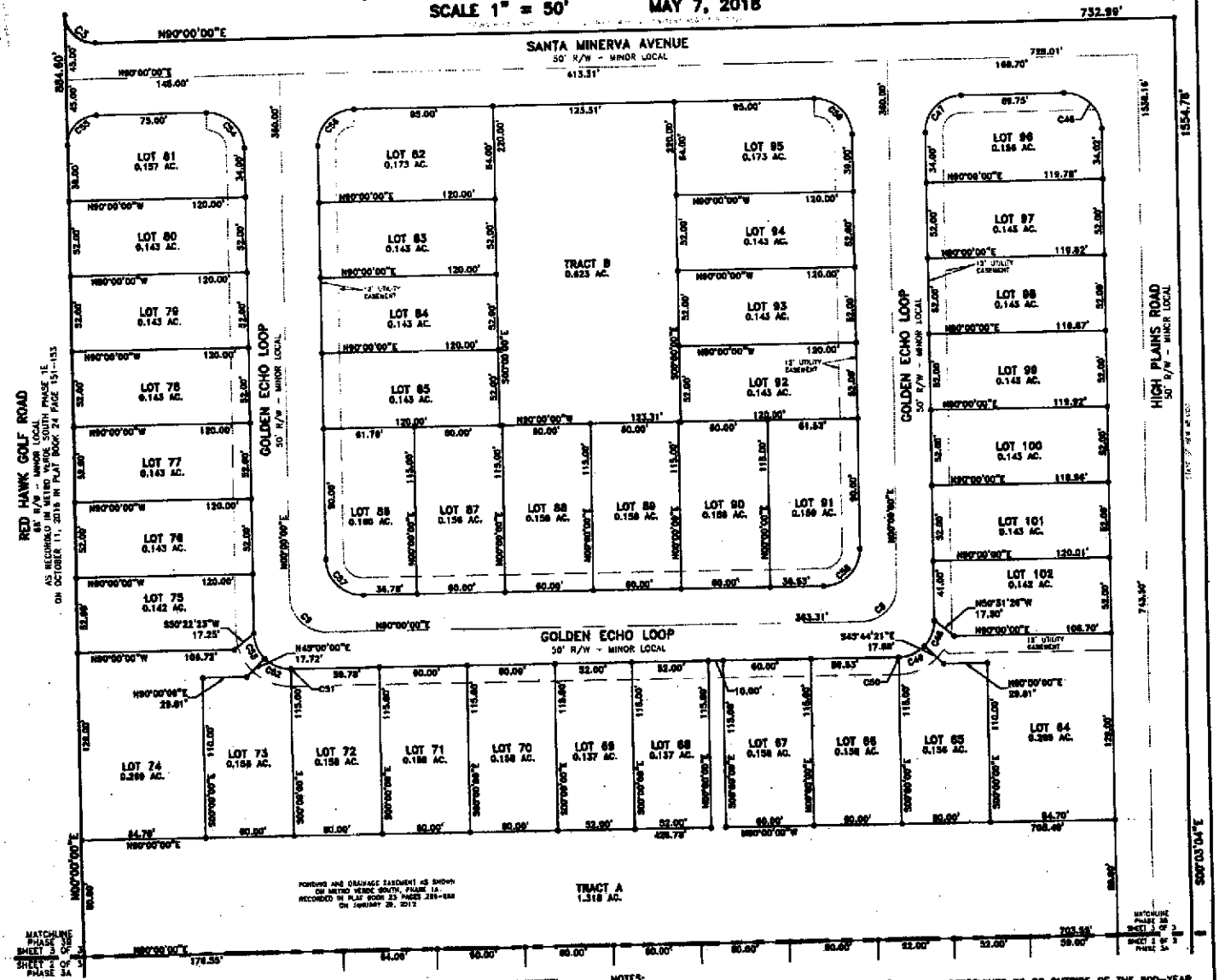

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	146.99'	534.00'	15°27'00"	N09°46'30"W	146.55'
C2	132.99'	568.00'	13°25'00"	S09°43'30"E	132.70'
C3	31.42'	20.00'	90°00'00"	S48°00'00"E	28.28'
C4	37.39'	25.00'	85°42'00"	N42°49'00"E	34.00'
C5	73.71'	906.00'	4°39'52"	S82°47'01"E	73.69'
C6	3.39'	20.00'	9°42'07"	S88°04'55"E	3.38'
C7	2.14'	50.00'	2°27'10"	S88°49'35"W	2.14'
C8	39.27'	25.00'	90°00'00"	N45°00'00"E	35.36'
C9	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C10	39.27'	25.00'	90°00'00"	N45°00'00"E	35.36'
C11	39.25'	25.00'	89°56'56"	N43°01'32"W	35.34'
C12	13.93'	10.00'	82°01'12"	S67°58'21"W	13.16'
C13	14.36'	50.00'	16°27'04"	S80°08'46"W	14.49'
C14	86.80'	50.00'	97°42'27"	S87°58'58"W	88.33'
C15	47.55'	50.00'	54°27'44"	N27°13'52"W	45.79'
C16	47.55'	50.00'	54°27'44"	N27°13'52"E	45.79'
C17	32.54'	50.00'	37°44'39"	N73°20'14"E	31.97'
C18	46.02'	30.00'	63°26'26"	S01°57'34"E	43.13'
C19	15.62'	10.00'	89°01'12"	S89°58'27"E	13.16'
C20	46.97'	30.00'	89°44'00"	N44°55'33"E	42.34'
C21	39.25'	25.00'	89°56'56"	N45°01'32"W	35.34'
C22	13.93'	10.00'	82°01'12"	S67°58'21"W	13.16'
C23	14.61'	50.00'	16°44'30"	S80°08'06"W	14.56'
C24	86.76'	50.00'	97°36'00"	S89°16'27"W	88.44'
C25	39.58'	50.00'	57°58'17"	N25°08'21"W	45.53'
C26	39.58'	50.00'	54°58'04"	N32°54'18"E	45.53'
C27	86.39'	50.00'	97°02'30"	S89°02'06"E	88.23'
C28	14.58'	50.00'	17°00'54"	S69°32'14"E	14.52'
C29	13.93'	10.00'	82°01'12"	S82°58'24"E	13.16'
C30	39.25'	25.00'	89°56'56"	N44°55'28"E	35.37'
C31	46.36'	35.00'	75°53'07"	S48°15'07"W	43.08'
C32	13.93'	10.00'	82°01'12"	S61°35'15"W	13.16'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C33	39.73'	50.00'	45°31'50"	S64°50'25"W	38.69'
C34	40.09'	50.00'	45°11'49"	N70°54'26"W	40.53'
C35	46.11'	50.00'	52°50'07"	N33°53'42"W	44.49'
C36	43.96'	50.00'	50°08'12"	N82°34'58"E	42.58'
C37	43.34'	50.00'	49°22'46"	N75°54'19"E	41.99'
C38	31.76'	50.00'	36°23'29"	S88°57'43"E	31.23'
C39	13.02'	13.00'	92°01'12"	S89°58'24"E	13.16'
C40	1.07'	35.00'	1°45'10"	N89°46'35"E	1.07'
C41	39.28'	25.00'	90°00'00"	N44°59'56"E	35.37'
C42	39.58'	25.00'	89°36'56"	N45°01'32"W	35.64'
C43	39.27'	25.00'	90°00'04"	N44°59'56"E	35.37'
C44	39.58'	25.00'	89°36'56"	S45°01'32"E	35.64'
C45	39.28'	25.00'	90°00'04"	S44°59'56"W	35.37'
C46	39.58'	25.00'	89°36'56"	N45°01'32"W	35.64'
C47	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C48	19.46'	25.00'	44°36'03"	S22°41'01"W	18.98'
C49	19.46'	25.00'	44°23'56"	S66°42'06"W	18.98'
C50	0.47'	35.00'	1°05'36"	N89°28'01"E	0.47'
C51	0.32'	35.00'	0°32'04"	N88°46'33"W	0.32'
C52	18.76'	25.00'	48°46'21"	N66°54'35"W	18.20'
C53	19.34'	25.00'	44°19'45"	N22°06'56"W	18.86'
C54	39.27'	25.00'	90°00'00"	N45°00'00"E	35.36'
C55	31.42'	20.00'	90°00'00"	S45°00'00"E	28.28'
C56	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C57	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C58	39.27'	24.00'	90°23'04"	N45°00'00"E	35.36'
C59	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C60	46.63'	300.00'	8°54'22"	S10°34'51"E	46.58'
C61	83.41'	300.00'	15°55'38"	S04°13'16"E	83.15'
C62	82.46'	534.00'	8°51'02"	N82°32'15"E	82.38'
C63	82.70'	534.00'	8°52'40"	S82°55'48"E	82.62'
C64	3.89'	534.00'	0°25'00"	S78°17'08"E	3.89'

NOTES:

1. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN AS PER FIRM FLOOD INSURANCE MAP COMMUNITY PANEL 35013C0913G EFFECTIVE DATE JULY 6, 2016.
2. THE DEVELOPER IS RESPONSIBLE FOR: (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUBOUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT. (B) COMPLIANCE WITH ALL APPLICABLE CITY UTILITY STANDARDS.
3. BUILDING PERMITS FOR ANY GRADING OR FOR CONTRACTION OF STRUCTURES ON INDIVIDUAL LOTS WITHIN THIS SUBDIVISION SHALL NOT BE ISSUED UNLESS AND UNTIL THE REQUIRED PUBLIC IMPROVEMENTS FOR THE SUBDIVISION HAVE PROGRESSED TO A POINT WHERE THEY CAN BE UTILIZED FOR THE PURPOSES FOR WHICH THEY WERE INTENDED YET BEFORE ALL PUNCH LIST ITEMS ARE COMPLETE AS DETERMINED IN WRITING BY THE CITY OF LAS CRUCES PUBLIC WORKS DIRECTOR, PURSUANT TO AND CONSISTENT WITH THE CITY'S SUBDIVISION SUBSTANTIAL COMPLETION AND BUILDING PERMITS ORDINANCE, AS REVISED.
4. POST-DEVELOPMENT RUNOFF IS MANAGED THROUGH A SYSTEM OF STORM DRAINS AND REGIONAL PONDING. DETAILS CAN BE FOUND IN THE FINAL DRAINAGE REPORT FOR THIS DEVELOPMENT.
5. TRACTS A AND C ARE PUBLIC AREAS FOR DRAINAGE USE. THEY WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES.
6. TRACT B IS A PUBLIC AREA FOR A PARK. IT WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES.
7. TRACT D IS ADDITIONAL RIGHT OF WAY DEDICATED TO THE CITY OF LAS CRUCES.
8. LOTS 64 AND 96-102 WILL NOT HAVE ACCESS TO HIGH PLAINS ROAD.

● = ½" DIAMETER IRON ROD FOUND WITH 1" DIAMETER PLASTIC IDENTIFICATION CAP NM 9781

○ = ½" DIAMETER IRON ROD SET WITH 1" DIAMETER PLASTIC IDENTIFICATION CAP NM 9781

SCALE: 1" = 50'

SETBACKS

FRONT SETBACKS	12'
SECONDARY FRONT SETBACKS	12'
GARAGES	20'
SIDE SETBACKS	5'
REAR SETBACKS	15'

SIDE AND REAR SETBACKS MAY BE REDUCED TO 0' FOR GARAGE AND ACCESSORY UNITS. ALL SETBACKS FOR RESIDENCES ADJACENT TO INTERNAL DEVELOPMENT OPEN SPACE (PARKS, PONDS, ETC.) MAY BE REDUCED TO 0'. A 10' SEPARATION BETWEEN BUILDINGS OR GROUPS OF ATTACHED BUILDINGS SHALL BE MAINTAINED, WITH THE FOLLOWING EXCEPTIONS: FIRST, AN ENCROACHMENT OF THE ROOF OVERHANG BY 12" OR LESS ONLY AT ROOF HEIGHT; AND, SECOND, AN ENCROACHMENT OF 6" OR LESS FOR LIGHTING FIXTURES, FOR MOULDING AROUND DOORS AND WINDOWS, FOR DECORATIVE BANDING, FOR HARDWARE FOR DOORS AND WINDOWS, FOR GAMBLES AND FOR DOWNSPOUTS. PORCHES AND/OR DECKS MAY ENCROACH 3' INTO THE FRONT SETBACK AND 7' INTO THE REAR SETBACK. COURTYARD WALLS MAY BE WITHIN THE SETBACKS.

TIERRA SURVEYS, LLC.
P.O. Box 1857
Mesilla Park, NM 88047
(575) 520-6505
File Id: 17136.dwg

PAGE 3 OF 3

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