



**FIRST AMENDMENT**  
to  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
for  
**SALIDA DEL SOL SUBDIVISION, PHASE I**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 26th day of September, 2023 by the owners of the Salida Del Sol Subdivision, Phase I (the “Declarants”).

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions was filed in the office of the County Clerk of Sandoval County, New Mexico on December 07, 1993, in Vol. Misc. 302, Folio 282-297 for Salida Del Sol Subdivision, Lots One (1) – Sixty-One (61), against certain real property located in Sandoval County, NM.

**WHEREAS**, the Covenants provide that they shall bind the parties until December 31, 2023, at which time the Covenants shall terminate, unless the then Owners of at least fifty-one percent (51%) of the lots in the Salida Del Sol Subdivision , Phase I (the “Subdivision”) elect to renew the Covenants for an additional period of time.

**WHEREAS**, at least 51% of the current Owners of the lots in the Subdivision now wish to renew the Covenants for an additional period of ten (10) years ending on December 31, 2033: and automatically renewing thereafter for successive terms of ten (10) years each unless such renewal is declined in written notice of non-renewal signed by at least fifty-on percent (51%) of the then Owners of the lots within the Subdivision.

**NOW THEREFORE**, the Declarants hereby state the following: “The Covenants are hereby renewed for an additional period of ten (10) years ending on December 31, 2033; and automatically renewing thereafter for successive terms of ten (10) years unless such renewal is declined in a written notice of non-renewal signed by at least fifty-one percent (51%) of the Owners of lots within the Subdivision. Except as set forth herein, the Covenants shall remain in full force and effect.”

“**THIS MATTER** passed by vote of the homeowners as shown in the Certificate of Election attached hereto as Exhibit A”

In Witness Whereof, the undersigned being ACC Members herein, have set their hands and seals the 26 day of September, 2023.

Architectural Control Committee

Salida Del Sol Phase I

By:

C. Rhodes

Andrea Rainer

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANDOVAL )

The foregoing instrument was acknowledged before me on this \_\_\_ day of September, 2023,  
by Cabrin C. Rhodes, Andrea Rainer, and  
JOSEPH E. HUGHES.

Cindy Haney  
Notary Public

My commission expires:  
11/1/2024

STATE OF NEW MEXICO  
NOTARY PUBLIC  
CINDY HANEY  
COMMISSION NUMBER 1064979  
EXPIRATION DATE 11-01-2024

**CERTIFICATE OF ELECTION**

**Salida Del Sol Phase I  
Sandoval County/Corrales, NM**

The Architectural Control Committee (ACC) of the Salida Del Sol Ph I Subdivision having ascertained and canvassed the votes of said Subdivision at the Election held September 26, 2023;

**Do Hereby Certify and Determine**, That the First Amendment to the Declaration of Covenants, Conditions and Restrictions received a sufficient number of votes to renew the Declaration for a period of ten (10) years commencing December 31, 2023 and subsequently renewing in periods of ten (10) years thereafter unless voted to terminate by Fifty-one (51%) of the registered Lot Owners current at that time.

**In Witness Whereof**, the undersigned being ACC Members herein, have set their hands and seals the 26 day of September 2023.

Architectural Control Committee

Salida Del Sol Phase I

By: [Signature]  
[Signature]

**ACKNOWLEDGEMENT**

STATE OF NEW MEXICO )  
  ) ss.  
COUNTY OF SANDOVAL )

The foregoing instrument was acknowledged before me on this    day of September, 2023, by Cabino C. Rhodes, and Joseph E. Alvarado.

[Signature]  
Notary Public

STATE OF NEW MEXICO  
NOTARY PUBLIC  
CINDY HANEY  
COMMISSION NUMBER 1064979  
EXPIRATION DATE 11-01-2024

My commission expires: 11/1/2024

26599

SUMMARY FROM THE RESTRICTIONS

ON SALIDA DEL SO SUBDIVISION

PHASE I

Western Title Company  
*Neena Smith*  
3947605

- . . . Maximum height being 18 feet. . .
- . . . All Buildings must be set back at lease 15 feet form side lot lines, 25 feet from front lot line, and 15 feet from rear lot line. . .
- . . . No noxious or offensive trade or activities shall be carried on . . .
- . . . No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding . . . be used as a residence. . .
- . . . Owners may have two (2) horses but not hogs, cows, chickens, geese, peacocks, or guinea fowl; nor may they keep dog kennels or catteries. . .
- . . . No lot shall have more than one (1) single family dwelling. . .
- . . . No hunting, pursuit of game, or discharge of firearms . . .
- . . . No dwelling shall have less than eighteen hundred (1800) sq. ft. of heated area. . .
- . . . All houses shall be of South Western Style. . .

This is only a partial list of restrictions and no claim or guarantee is implied. We suggest you review the full and most recent list of restrictions prior to any purchase and survey the area for compliance.

STATE OF NEW MEXICO } ss  
 COUNTY OF SANDOVAL }  
 This instrument was filed for record on

AT: 3:34 DEC 07 1993 A.M.  
 P.M.

Recorded in Vol. M-56 307  
 of records of said county, folio 280  
 Sally Padilla, Clerk & Recorder 297  
 By: [Signature] Deputy

REGISTERED  
JOSIE PARA 1-4 1994  
BOOK OF RECORDS

NOTICE: This document is a summary of the restrictions on this subdivision and is not intended to be a substitute for the full and complete set of restrictions on file in the office of the County Clerk. These documents are available for review at the County Clerk's Office, 100 North Central Avenue, Santa Fe, New Mexico 87503. If you have any questions, please contact the County Clerk's Office at (505) 827-2200.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:**

1. Declarants are the owners of the Salida Del Sol Subdivision, Phase One, situate within the Village of Corrales, Sandoval County, New Mexico.
2. The purpose of this Declaration is to create and carry out a uniform plan for improvement, development, sale and use of the Property: to preserve as far as possible the natural beauty of the Property: to guard against the creation of poorly designed or proportioned improvements, or use of unsuitable materials, to encourage and secure the creation of well designed attractive improvements, and in general to enhance the environmental quality and economic value of the property.

**NOW THEREFORE:** Declarants hereby declare that the Property described above shall be held, sold, used, developed, occupied, and conveyed subject to the following reservations, easements, restrictions, covenants and conditions and which shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall incur the benefit of each Owner thereof, until December 31, 2023, at which time these Declarations shall terminate, unless the then Owners of 51% or more of the lots in the Subdivision elect to renew these Declarations for an additional period of time.

**ARTICLE I**

**DEFINITIONS**

- Section 1.1 **Architectural Control Committee** shall mean the committee pursuant to Article VI hereof, which may hereafter sometimes be referred to as "ACC" or "Committee".
- Section 1.2 **Architectural Control Committee Rules** shall mean such rules as are adopted by the ACC pursuant to Article VI hereof:
- Section 1.3 **Development Plan** shall mean the plan for development of a lot which is required to be submitted to the ACC pursuant to Section 6.11 hereof:
- Section 1.4 **Improvements** shall mean buildings, garages, streets, roads, antennas, driveways, walls, planted trees and shrubs, lighting, and other structures or landscaping improvements of every kind and type affecting the material condition of the land or drainage of surface water on, across or from the land.
- Section 1.5 **Lot** shall mean each parcel of land shown as a lot on the recorded Subdivision Plat of the Property and designated by separate lot number.

ALL MICROPHOTODUPLICATIONS OF DOCUMENTS ON THIS FILE MUST BE MADE BY THE ARCHIVIST IN THE POSSESSION OF THIS AGENCY AS NOTED IN THE STATEMENT OF DOCUMENTS. NO OTHER AGENCY OR INDIVIDUAL IS TO BE PERMITTED TO MAKE SUCH COPIES WITHOUT THE WRITTEN PERMISSION OF THE ARCHIVIST. THIS PLAN IS A NECESSARY OPERATION IN THE OPERATION OF AN ARCHIVAL DOCUMENT FILE.

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- Section 1.6 **Owner(s)** shall mean and refer to the record Owner whether one or more persons, associations, or entities, of legal, equitable or beneficial title of or to any lot. Owners shall include purchase of a lot under an executory contract for sale of real property. The foregoing excludes persons or entities who hold an interest in any lot or in the property merely as security for the performance of an obligation.
- Section 1.7 **"Private Waste Disposal System"** shall mean any septic tank, tank, septic system, evapotranspiration ("ET"), or other system for disposal of sewage or waste a residential structure including all pipes, fittings, lines and other related equipment or attachments thereto.
- Section 1.8 **Private Well** shall mean any well for domestic use or for irrigation drilled by the lot purchaser, or permitted by the State Engineer's Office in Albuquerque.
- Section 1.9 **"Property"** shall mean and refer to the real property located in Sandoval County, New Mexico, including the aerial and subsurface rights of any lot(s) appurtenant thereto.
- Section 1.10 **The "Subdivision" or Salida Del Sol** shall mean all of Phase One (1) of the Salida Del Sol Addition to the Village of Corrales, Sandoval County, New Mexico.
- Section 1.11 **"Single Family Residential Use"** shall mean the occupation or use of a structure or a residence or a dwelling unit by a single person, a family or family sized unit, in conformity with the Declaration and the requirements imposed by applicable zoning laws or any other state, county, or municipal laws, rules regulations, codes or ordinances.
- Section 1.12 **"Structure"** shall mean anything erected, constructed, in, on, or over real property, the use of which requires on or in the ground but not including vegetation, trees shrubs or plantings.
- Section 1.13 **"Subdivision Map or Subdivision Plat" or "Plat Map", "Plat", or "Final Plat"** shall mean the recorded maps or plats of Salida Del Sol Subdivision, as amended or replatted from time to time, covering any or all of the Property referred to in this Declaration, and covering any additional real property annexed by Supplemental Declaration.

CERTIFICATION  
 I, JOSIE PARA, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in the office of the County Clerk on this date.

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Documents. These documents are not to be used for any other purpose without the express written permission of the County Clerk.

Section 1.14 **"Visible From Neighboring Property"** shall mean that with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property. A neighboring party shall be any lot having a common line except for the intervention of a street, road, right of way, or easement.

**ARTICLE II**

**PROPERTY SUBJECT TO RESTRICTION**

Section 2.1 **General Declaration.** Declarant hereby declares that the property within the Subdivision is and shall be held conveyed, developed occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this declaration as amended or modified from time to time. This Declaration, is declared and agreed to be in furtherance of a general plan for a subdivision, improvement and sale of the property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property and any part thereof. All of this Declaration shall run with the property, for all purposes and shall be binding upon and inure to the benefit of Declarant, all owners and their successors in interest.

Section 2.2 **Description of the Property.** The Property subject to this Declaration comprise Lots One (1) through Sixty-One (61) inclusive of Salida Del Sol-Phase One, a Subdivision within the Village of Corrales, Sandoval County, New Mexico.

**ARTICLE III**

**LAND USE**

Section 3.1 **Single Family Residential Use.** All of the property shall be used, improved and devoted exclusively to Single Family Residential Use. No business or commercial activity frequented by and open to the public (and in any event no business or commercial which takes place out of doors) shall be conducted within the Subdivision.

Home occupation of the Owner are permissible if conducted in the home or studio and in compliance with any rules and regulations governing home occupations by the Village of Corrales.

Section 3.2 **Development Plan.** Each owner shall be required to submit a detailed Development Plan, pursuant to the Rules of the ACC, and such plan must be approved in writing prior to commencement of construction of any Improvement. No construction whatsoever, including, without limitation, site

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(a) **Set Backs:** All Structures are subject to a twenty-five (25) foot setback requirement from any road or street right-of-way boundary, and a fifteen (15) foot setback from side and rear lot lines. The ACC shall have a right to impose additional and/or modified setback requirements from all lot lines to preserve lines of sight of neighboring properties.

(b) **Minimum Floor Areas:** All single-family residential Structures shall have a floor area of not less than one thousand eight hundred (1800) square feet, of heated living area exclusive of portals, porches, (open and closed), patios, or garages.

(c) **Subdivision Design and Architectural Style:** All Structures and Improvements shall be constructed in Southwestern, New Mexico Pueblo, New Mexico Territorial or Spanish Mission Architectural style, utilizing traditional New Mexico materials, including Adobe and/or stucco in natural earth tones or other colors approved in writing by the ACC. Flat roofs are required. Contemporary clerestory styles and other passive solar features may be permitted, if in the judgement of the ACC the Structure represents an appropriate and integrated blend of contemporary and traditional style and technology. Pitch roofs are prohibited.

(d) **Height Limitations:** No Structure will exceed eighteen (18) feet in height. The ACC shall have the right to impose limitations on a lot by lot basis on the height of any Structure or improvement to preserve lines of sight and views enjoyed by neighboring lots and to insure adherence to the Subdivision Design and Architectural Style.

(e) **Exterior Color Schemes and Materials:** The ACC shall have the right to impose limitations on the exterior color and building materials to be used in all structures consistent with Subdivision Design and Architectural Style.

(f) **Private Waste Disposal Systems:** Private waste disposal systems shall be constructed or allowed to remain or to be used on any lot only when approved as to design, capacity, location and construction by all appropriate public health agencies including the State of New Mexico Environmental Improvement Division and approved in writing by the ACC.

(g) **Roofing Materials:** The ACC shall have the right to impose limitations on roofing materials to be used on any Structure.

(h) **Driveway:** The ACC shall have the right to impose limitations on driveway design, including materials, aprons, locations and point of contact with dedicated roads, streets or other private driveways in the Subdivision. The ACC may require the installation and maintenance of culverts at the point of contact with dedicated roads or wherever a driveway crosses a drainage way.

(i) **Garbage Containers:** The ACC shall have the right to require each Owner to specify a specific location for trash service, and require each Owner to construct a permanent facility of acceptable design and materials at such approved location for the placement of garbage containers or collection purposes.

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(j) **Tanks, Air Conditioners and Swamp Coolers:** The ACC shall have the right to approve the location of any tank, air conditioner or swamp cooler used or proposed in connection with a single-family residential Structure, including propane tanks, tanks for storage of water, and swimming pool filter tanks. All tanks, air conditioners and swamp coolers shall be screened so as not to be visible from neighboring property, or from any street, road easement or right-of-way. Oil or gasoline tanks are prohibited.

**Section 4.2 Windmills, Towers and Antennas:** No windmill, visible antenna, or service for transmission or reception of television signals, radio signals or other forms of electromagnetic radiation shall be erected, used or maintained on any lot, whether attached to a building or Structure or otherwise without prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any lot which may unreasonably interfere with the reception of any television or radio signal on any other Lot.

**Section 4.3 Underground Utility Lines:** No utility lines, including but not limited to, wires or other devices for communication or transmission of telephone or electric current power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon the property, by any Owner other than Declarants, within the Subdivision unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by the ACC; provided, however that no provision hereof shall be deemed to forbid the erection of temporary power or telephone Structures incident to the construction of buildings or structures which have been previously approved in writing by the ACC. The installation method, including, but not limited to, location, aspects of installation, for both temporary and permanent utilities shall be included in the Development Plan and approved in writing by the ACC.

**Section 4.4 Temporary Structures - Occupancy During Construction:** Except as permitted in Section 5.11, no trailers, basement of any incomplete building, tent shack, garage or barn and no temporary building of any kind shall be used at any time for a residence on the Property within the Subdivision either on a temporary or permanent basis.

**Section 4.5 Out-Buildings:** Acceptable out-buildings include a principal two car garage or more for three vehicles and either a workshop or studio. Any proposed out-buildings must be included in the Development Plan and approved in writing by the ACC.

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QUALITY. DOCUMENTS IN THIS PRESENTATION OF THIS AGENCY ARE NOTED IN THE STATEMENT OF WORK  
BY THE CONTRACTOR ON FILE AT THIS AGENCY. THESE DOCUMENTS ARE EXCLUSIVELY  
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- Section 4.6 **Signs:** Except for Standard "For Sale" signs, no sign, billboard, or advertising structures shall be erected or maintained on any Lot or parcel of property within the Subdivisions, unless approved in writing by the ACC or otherwise consistent with signage rules issued by the ACC.
- Section 4.7 **Improvements and Alterations:** No Structures, improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any structure within the Subdivision or the appearance of any other improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee to the current Owner, Purchaser or annexed by Declarant, whichever is later, shall be made or done without the prior written approval of the ACC.

**ARTICLE V**  
**RESTRICTIONS**

- Section 5.1 **Animals - Household Pets:** Except to the extent permitted in Section 5.2 of Article V of this Declaration, no animals, including pigs, hogs, swine, poultry, fowl, wild animals, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the property.
- Section 5.2 **Number of Horses Permitted On Each Lot:** Owners may keep not more than two (2) horses, provided that the horses are kept, cared for, and fed in secured corrals and barns the size, location and construction of which have been approved by the ACC as part of the Lot Owners Development Plan.
- Section 5.3 **Clothes Drying Facilities:** Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from Neighboring Property or from the access roads.
- Section 5.4 **Hunting/Trapping/Firearms and Explosives:** Hunting, Trapping, and discharge of firearms or other explosives are expressly prohibited within the Subdivision.
- Section 5.5 **Dumping:** Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Subdivision.

ALL HADIC INSTRUMENTS...  
 DOCUMENTS IN THE POSSESSION OF THIS OFFICE...  
 MUST BE RETURNED TO THE OFFICE...  
 WITHIN 10 BUSINESS DAYS OF THE DATE...  
 OF THIS NOTICE...  
 OTHERWISE THE OFFICE...  
 WILL BE RESPONSIBLE FOR...  
 THE COSTS OF RECOVERY...  
 OF SUCH DOCUMENTS...

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- Section 5.6 **Mineral Exploration:** No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals including oil, gas, gravel, rocks, earth or earth substances of any kind shall be permitted within the Subdivision. All mineral rights are reserved by the Grantors of all Lots.
- Section 5.7 **Business Activities:** No business or commercial activity frequented by and open to the general public (and in any event no outdoor business or commercial activity) shall be conducted within the Subdivision. Home occupations of Owner are permissible if conducted in the home or studio and in compliance with any rules and regulations governing home occupations adopted by the Village of Corrales.
- Section 5.8 **Obnoxious Activities:** No nuisance, obnoxious or offensive activities shall be permitted on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any of the Property within the Subdivision, and no odors shall be permitted to arise therefrom, so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property which are audible from neighboring property.
- Section 5.9 **Garbage:** No garbage or trash shall be placed or kept on any Lot except in covered containers located and constructed in accordance with Section 4.1. In no event shall such containers be maintained so as to be Visible from Neighboring Property. All rubbish, trash, and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any Lot. No garbage, trash, or debris shall be permitted to be buried on any Lot at any time nor shall the burning thereof be permitted.
- Section 5.10 **Vehicles and Equipment:** No bus, truck larger than a one-ton pick-up, semitrailer, tractor, machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading), maintained, constructed, reconstructed, or repaired on the property. No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired on the property in such a manner as will be visible from Neighboring Property. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance.

ALL MICROPHOTODUPLICATIONS OF DOCUMENTS ON THIS FILE SHALL BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ARCHIVES ACT OF 1964 (P.L. 88-410) AND THE NATIONAL ARCHIVES REGULATIONS (36 CFR 1236.11) WHICH REQUIRE THAT ALL COPIES OF DOCUMENTS BE MADE FROM THE ORIGINAL SOURCE AND NOT FROM A PREVIOUS COPY. THESE DOCUMENTS ARE CONSIDERED TO BE THE ORIGINAL SOURCE OF INFORMATION IN THE OPERATION OF AN ARTIST'S STUDIO. THIS FILM IS A REPRODUCTION OF THE ORIGINAL SOURCE.

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 1-4-1994  
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- Section 5.11 **No Overnight Parking:** No vehicle of any kind shall be allowed to park overnight on any dedicated roadway within the Subdivision.
- Section 5.12 **Emergency or Temporary Maintenance Vehicles:** The provisions of this Declaration shall not prevent any emergency vehicle repairs or operation of any emergency vehicle, ambulance, etc., within the Subdivision. The provisions of this Declaration shall also not prevent the operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement approved in writing by the ACC.
- Section 5.13 **Continuing Adequacy of Repair or Maintenance:** No building, Structure or grounds upon the property within the Subdivision shall be permitted to fall into disrepair, and each such building, Structure or grounds shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Such duty to repair shall include the maintenance of any exterior Structures and finish which was included in the Development Plan approved by the ACC.
- Section 5.14 **Service Yards and Storage Yards:** Any service yard, storage yard, wood pile or storage pile shall be located so as not to be visible from Neighboring Property or dedicated roadways. Any Structure of a permanent nature is to be built with regard to these items and must be included in the Development Plan and approved in writing by the ACC.
- Section 5.15 **Gates and Walls and Fences:** Fences are permitted to enclosed approved lawn and garden areas within the immediate vicinity of a single family residential Structure. A 1200 sq., ft., courtyard enclosure is required and Owners may fence Lot lines. All gates, walls and fences must be described in the development Plan and approved by the ACC.
- Section 5.16 **Management of Drainage:** Each Owner is required to comply with the requirements of the Village of Corrales.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL COMMITTEE

- Section 1. An Architectural Control Committee, hereafter referred to as the "Committee", is hereby established and shall be comprised of three (3) persons to serve for a period of five (5) years from the date hereof and until their successors shall be

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 REGISTRAR  
 STATE OF CALIFORNIA

ALL ARCHITECTURAL PLANS AND SPECIFICATIONS OF THIS FIRM MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE OF THE VILLAGE OF CORRALES. THESE DOCUMENTS ARE HEREBY RECORDED TO BE A NECESSARY OPERATION IN THE OPERATION OF AN UNDIVIDED COMMON INTEREST.

appointed and qualified. The committee is initially composed of Orlando Armijo, Madeline Armijo and Tom Stribling and its address shall be 1931 San Mateo NE, Albuquerque, NM 87110. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Vacancies occurring as a result of the expiration of such five (5) year term shall be appointed by a majority of the Owners who are present at a special meeting called for the purpose of filling such vacancy.

- Section 2. No member of the Committee shall be entitled to any compensation for service performed on said Committee. A majority of the Committee may designate a representative to act for it.
- Section 3. Before the commencement of construction, remodeling, addition to, or alternation of or removal of any building, swimming pool, wall fence, out building or any other structure whatsoever, on any Lot, and further to include landscaping and landscaping construction including ponds, water walls, statues, retaining walls or other structural component, which is visible from the street, the shall apply to the Committee for approval. There shall be submitted to the Committee: (a) A complete set of plans, including but not limited to, foundation, floor plans, elevations, details, specifications which identify construction materials, exterior color scheme, and a site plan showing the location of the structure on the Lot identifying all construction including but not limited to roof overhand lines, all setbacks at point of minimum distance to each property boundary, dimensions of Lots, all walks, drives, patios, wall and/or fences and their construction materials, which set plans and specifications upon approval will be retained by the Committee to remain on file, (b) if deemed necessary by the Committee, the following may be required; (1) colors and samples of exterior materials: (2) wall sections, (3) roof plan, (4) details of exterior furnishings, (5) the Owners proposed construction schedule, and (6) an architect's rendering showing the perspective view of the proposed construction. These renderings may be in pencil or ink line drawings.
- Section 4. No buildings, structure, or improvements of any kind including walls and landscaping, shall be erected, altered, placed or maintained upon any Lot unless, and until the complete set of final plans and specifications have been approved in writing by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Any resurfacing or painting of the exterior wall

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documents in the possession of this office and in the possession of other  
agencies shall be made available to the public upon request. These documents are hereby  
placed in a permanent condition in the possession of the National Archives and Records  
Administration.

CHARITIZATION  
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areas shall be completed in a color texture as close to the original as possible, unless the consent of the committee is obtained in writing as to a different color and/or texture and except as hereafter provided.

- Section 5. The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of these restrictions, or if a design of color scheme in the proposed structure is not in harmony with the general surroundings or in harmony with the Lot or adjacent structure, or if the Committee deems the plans and specifications to be contract to the spirit and intent of this Declaration, or contrary to the interest and the welfare and rights of all or any part of the property.
- Section 6. In the event the Committee shall fail to approve or disapprove the plan, specifications and other such information as may be required within thirty (30) days after submission, then such approval shall not be required, provided that no building or structures shall be erected which violate any of the terms of this Declaration.
- Section 7. Neither the Committee, it's members, nor the Grantor shall be responsible in any manner whatsoever for any plans or specifications submitted or as revised by said Committee or the Grantor, or for work done pursuant to the requested changes by said plans and specifications.
- Section 8. A Majority of the Committee may, from time to time, grant exceptions or variances not in substantial conflict with this Declaration, without the consent of the Owners.
- Section 9. The work of construction any building on any part of the Property shall be completed within twelve months from the commencement thereof.
- Section 10. The Committee shall keep on file copies of the drainage report and the grading plan.

#### ARTICLE VII

##### GENERAL PROVISION

- Section 6.1 **Cost of Performance:** Cost and expenses in performing any obligation or responsibility in this Declaration shall be borne by the person, association, or entity charged with such performance or responsibility.

DECLARATION  
JOSIE PARRA 1-4 1994  
BOOK OF RECORDS

All photographs, maps of documents on this file are of record and documents in the possession of this agency as noted in the Statement of Ownership. Certain items on this file are not. These documents are currently held in a temporary location in the possession of an attorney representing the

- Section 6.2 **Breach Not Ground For Rescission:** No breach or continuing breach of the restrictions, covenants, conditions, duties or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision there of.
- Section 6.3 **Notice Before Enforcement:** Except where damage or injury to persons or property is imminent as a result of those performance or failure to perform or the defective performance of any obligation imposed or restricted by this Declaration or where animals are involved, no proceeding for the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowed or granted by this Declaration shall be commenced until ten (10) days written notice of wrongful performance is given the person, association, or entity responsible for such performance or failure to perform has not been cured within such time. Such notice shall be deemed to be given if deposited in the U.S. Mail, mailed postage prepaid, certified, return receipt requested and said ten (10) days shall commence with the date of posting thereof.
- Section 6.4 **Enforcement:** Declarant, or any owner shall have the right to enforce proceeding, at law or in equity for damages or for injunction of both, all restrictions, covenants, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceedings, the prevailing parties shall be entitled to recover cost and expenses, including reasonable attorney's fees. Failure by Declarant, ACC, or Owner to enforce any restriction, covenant, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.
- Section 6.5 **Attachment of Covenant on Resale or Remodel:** This Declaration shall attach following the resale of the Property or any Lot and any remodeling of other alterations of any improvement must be approved by the ACC through the Development Plan.
- Section 6.6 **Deviation from Approved Plan:** All Development Plans approved in writing by the ACC must be complied with strictly and any deviation, change or alteration not in compliance with said plan must be further approved in writing by the ACC.
- Section 6.7 **Covenants to Run With The Land:** The restrictions, easements, covenants, conditions, rights, and duties of this Declaration shall run with and bind the land within the Property, as defined herein, and shall inure to the benefit of Owners of any Lot therein, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the real

DECLARATION  
 JOSIE PARRA  
 1-4-1994  
 DATE OF RECORDING

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property records of Sandoval County, New Mexico, after which time restrictions, easements, covenants, Conditions, rights and duties shall automatically be extended for successive periods of ten (10) years, unless amended, modified or repealed as hereafter provided.

- Section 6.8 **Modification or Repeal During Initial Terms:** Any of the provisions of this Declarations may be amended or repealed during the initial twenty (20) years from the date this Declaration is recorded in the real property records of Sandoval County, New Mexico, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years, unless amended, modified or repealed as hereafter provided.
- Section 6.9 **Severability:** Invalidation of any of the provisions hereof by a final judgement or decree of any court shall in no way affect or impair the validity of any other provision hereof.
- Section 6.10 **Joint and Several Obligations:** The terms of this Declaration in affect on the date of any recording of a Sheriff's Deed, Trustee's Deed, Deed in Lieu of Foreclosure, other Deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities become a Lessee or Owner hereinbefore defined, shall be binding upon such Lessee or new Owner and such Lessee or new Owner shall be jointly and severally liable with his Lessor or the immediate prior Owner for a continuing performance of any act or obligation restricted or imposed hereunder.
- Section 6.11 **Successors:** Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration: however, whether or not such reference is made in any or all said deeds, by becoming an Owner, for himself or itself, his or its heirs, personal representatives, successors, transferee and assigns, bind himself or itself and such heirs, personal representatives, successors, transferee and assigns to all provisions, restrictions, covenants, and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.
- Section 6.12 **Assignment of Rights and Obligations of Declarant:** The rights of declarant hereunder are fully assignable to any person, association or entity and all obligations and duties of Declarant or fully delegable and assignable to any person, association or entity.

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CRITICIZATION  
JOSIE PARRA 1-4 1994  
COUNTY CLERK  
NEW MEXICO

- Section 6.13 **Word Meanings:** The word such as "herein", "hereinafter", "hereof", "hereunder", and "hereinabove", refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.
- Section 6.14 **Captions and Section Headings:** The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only and are to be considered as defining or limiting in any way the intent of these provisions hereof or thereof.
- Section 6.15 **Declarant's Exception:** Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Structures, Improvements or signs necessary or convenient to the developments, sale operation or other disposition of the Property within the Subdivision.
- Section 6.16 **Rentals:** No portion of a Lot, other than the entire Lot together with the Improvements thereon, may be rented or leased and then only to a single family.
- Section 6.17 **Combining of Lots:** An Owner of two (2) or more contiguous Lots may, with prior written approval of the ACC, combine said Lots into one (1) Lot.
- Section 6.18 **Certificate of Compliance of a Structure Or An Improvement:** Upon completion of a Structure or Improvement approved by the ACC and upon written requires by the Owner of the Lot, the ACC shall issue a certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and Structure or Improvement, the use of uses to be conducted thereon and the plans and specifications on file with the ACC pursuant to which the Structure was erected or Improvement complies with the approval plans and specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of the Structure or Improvement or the workmanship or materials thereof. The Owner is hereby notified upon issuance of the Certificate, that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the ACC of the construction, workmanship, materials or equipment of the Structure or Improvement. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

CERTIFICATE  
 JOSIE PARRA  
 1-4  
 1994  
 DATE OF FILING

ALL METAPHORICAL language of documents of this type is hereby authorized  
 to be construed in the sense of the literal meaning of the words used  
 and not in the sense of the figurative meaning of the words used  
 and as a necessary condition in the preparation of an original document file.

IN WITNESS WHEREOF, the undersigned being Declarants herein, have set their hands and seals this 22nd day of October, 1993.

DECLARANTS

SALIDA DEL SOL

By:

Madelaine S. Armijo  
Thomas B. Stribling  
George H. Perez

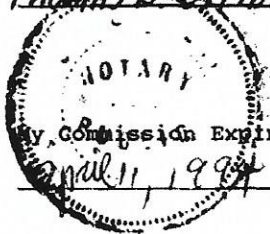
ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 22nd day of October, 1993, by MADÉLINE S. ARMILLO, Thomas B. Stribling, and George H. Perez.

Xavier Alzate  
Notary Public



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NOTARY PUBLIC  
JOSIE PARRA  
1-4  
1994

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