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Mike Milam, County Clerk, Valencia County, New Mexico

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

SIERRA VISTA

**A Declaration of Covenants, Conditions and Restrictions for the Creation and
Maintenance of a Planned Unit Development**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SIERRA VISTA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration", which term shall include amendments to this Declaration as the context may require) is made as of the 23rd day of March, 2021, by DOUBLE M PROPERTIES, INC., a New Mexico corporation (the "Declarant").

Declarant is the owner of the real property described as follows (the "Initial Property"):

Lots 1 through 18, inclusive, Lots 52 through 107, inclusive, and Tracts 1 through 4, inclusive, Legacy at Sierra Vista, Phase 1, as shown and described on the Subdivision Plat for Phase One Legacy at Sierra Vista, recorded in the Valencia County, New Mexico real estate records on March 4, 2021, in Cabinet No. M, Folio 496.

The Plat identified immediately above is referred to as the "Initial Plat."

This Declaration imposes upon the Initial Property, and any other property subsequently annexed (hereinafter the "Properties"), mutually beneficial restrictions under a general scheme of development for the benefit of the owners of each portion of the Properties and establishes a procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Sierra Vista Homeowners Association, Inc., to operate and maintain Common Area and to administer and enforce the provisions of this Declaration, the Bylaws and the other Governing Documents, all as more specifically provided herein.

Declarant hereby declares that the Properties shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the title to the Properties. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

**Article I
DEFINITIONS**

Capitalized terms shall be defined as set forth below.

1.1. "Annexable Property": The "Annexable Property" shall mean the property which the Declarant has the right, but not the obligation, to subject to these Restrictions pursuant to Article VII hereof, which property includes portions or all of the following

described property:

Tracts B-1, B-2 C-1, D-1, and F-1, Legacy at Sierra Vista, Phase 1, as shown and described on the Subdivision Plat for Phase One Legacy at Sierra Vista, recorded in the Valencia County, New Mexico real estate records on March 4, 2021, in Cabinet No. M, Folio 496; and

Tracts A, , E, G, and H as shown and described on the Subdivision Plat of Tract A-H Sierra Vista, recorded in the Valencia County, New Mexico real estate records on May 7, 2019, in Book M, Page 425, as Document No. 201904637.

1.2. "Articles of Incorporation" or "Articles": The Articles of Incorporation of the Association as filed with the office of the Secretary of State of the State of New Mexico, as may be amended from time to time.

1.3. "Association": Sierra Vista Homeowners Association, Inc., a New Mexico nonprofit corporation, its successors or assigns.

1.4. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the Bylaws.

1.5. "Builder": Any Person who, in the ordinary course of its business, purchases one or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the Properties for further subdivision (as may be permitted pursuant to this Declaration), development and/or resale.

1.6. "Bylaws": The Bylaws of the Association, as they may be amended.

1.7. "Common Area": All real property, including easements and licenses, and including improvements thereon, that is: (a) designated as Common Area in this Declaration or a recorded Declaration of Annexation; (b) all real property that the Association has a contractual obligation to maintain, and (c) all other real property that the Association owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Common Area shall not include any Lot the Association acquires by foreclosure of the assessment lien or by a deed in lieu of foreclosure. The Common Area within the Initial Property is:

Tracts 1 through 4, inclusive, Legacy at Sierra Vista, Phase 1, as the same are shown and described on the Subdivision Plat for Phase One Legacy at Sierra Vista, recorded in the Valencia County, New Mexico real estate records on March 4, 2021, in Cabinet No. M, Folio 496.

The term "Common Area" shall include any Neighborhood Common Area, subject to the provisions hereof that any Neighborhood Common Area is for the benefit of the

Owners within the Neighborhood where the Neighborhood Common Area is located.

1.8. "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reserves, as the Board may find necessary or appropriate pursuant to this Declaration, the Bylaws and the Articles.

1.9. "Common Facilities": Certain property and facilities owned by Persons other than the Association but as to which the Association has an obligation to maintain, including but not limited to, landscaping, irrigation, signs, lights and drainage facilities, which may be located on right of way, other private property, property owned by the Village of Los Lunas, or on private and public easements in favor of utility companies and others.

1.10. "Declarant": Double M Properties, Inc., a New Mexico corporation, or any successor, or any assign who takes title to any portion of the Properties for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant, or the owner of undeveloped portions of the Properties, who becomes a successor Declarant for such areas if it submits to this Declaration pursuant to Section 7.1.

1.11. "Declarant Control Period": The period commencing upon the recording of this Declaration and ending on the earlier of (a) the date on which the Declarant (or a successor to the Declarant) no longer owns any Lots or any Annexable Property, or (b) the date on which the Declarant has notified the Association in writing that the Declarant is terminating the Declarant Control Period and records an instrument voluntarily terminating rights to Declarant control.

1.12. "Design Guidelines and Architectural Control Committee Rules": The design and construction guidelines, Architectural Control Committee Rules, and application and review procedures applicable to the Properties promulgated and administered pursuant to Article IX. The Design Guidelines may be a separate document from the Architectural Control Committee Rules.

1.13. "Governing Documents": The Declaration, the Bylaws, the Articles, any Association rules promulgated by the Board, and the Design Guidelines and Architectural Control Committee Rules.

1.14. "Lot": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land that is part of the Lot as well as any improvements thereon. The Lots within the Initial Property are:

Lots 1 through 18, inclusive, and Lots 52 through 107, inclusive, as the same are shown and described on the Initial Plat.

1.15. "Maintenance Assessment": An assessment levied on all Lots subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.1 and 8.3.

1.16. "Member": A Person subject to membership in the Association pursuant to Section 3.2.

1.17. "Mortgage": A mortgage, a deed of trust or other form of security instrument affecting title to a Lot.

1.18. "Mortgagee": A beneficiary or holder of a Mortgage.

1.19. "Mortgagor": Any Person who gives a Mortgage.

1.20. "Neighborhood": Each separate residential area within the Properties that has been identified as a Neighborhood in this Declaration or a Supplemental Declaration, as amended. Neighborhoods may have Neighborhood Common Areas, the cost of maintenance of which are Neighborhood Common Expenses which are funded by Neighborhood Assessments. Neighborhoods shall be subject to division into more than one Neighborhood upon development, or subject to combination with other Neighborhoods, as more specifically provided in this Declaration. Neighborhood boundaries may be established and modified as provided in Section 3.4.

1.21. "Neighborhood Maintenance Assessment": Neighborhood Maintenance Assessment shall mean any Maintenance Assessment levied on all Lots within a Neighborhood subject to assessment under Article VIII to fund Neighborhood Common Expenses for the general benefit of all Lots within the Neighborhood.

1.22. "Neighborhood Common Area": Neighborhood Common Area shall mean Common Area which the Association owns, leases or controls, and maintains for a specific Neighborhood or Neighborhoods, the expenses of which maintenance is assessed to the Owners of Lots within such Neighborhood(s). Neighborhood Common Area shall be designated as such in this Declaration, a recorded Declaration of Annexation, or an amendment to either.

1.23. "Neighborhood Common Expenses": Neighborhood Common Expenses shall mean Common Expenses incurred for the benefit of the Lots within a particular Neighborhood, or are incurred in relation to Neighborhood Common Area for a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements.

1.24. "Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded New Mexico real estate contract, the purchaser shall be considered the Owner.

1.25. "Person": A natural person, a corporation, a partnership, a trustee or any other legal entity.

1.26. "Properties": The Initial Property, together with such additional property as is subjected to this Declaration in accordance with Article VII.

1.27. "Real Estate Records": The real estate records of the County Clerk of Valencia County, New Mexico.

1.28. "Reimbursement Assessment": An assessments levied in accordance with Section 8.6.

1.29. "Special Assessment": An assessments levied in accordance with Section 8.5.

1.30. "Subdivision Standard": The standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and/or the Architectural Control Committee.

1.31. "Supplemental Declaration": An instrument filed in the Real Estate Records pursuant to Article VII which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.32. "Voting Representative": The representative selected by the Members within each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on all matters requiring a vote of the membership (except as may be specifically otherwise provided in this Declaration and/or in the Bylaws). The term "Voting Representative" shall also refer to an alternate Voting Representative acting in the absence of the Voting Representative and, to the extent applicable, any Owners authorized personally to cast the votes for their respective Lots pursuant to Section 3.4(b).

Article II **PROPERTY RIGHTS**

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to provisions of law and the provisions of the Governing Documents, including:

(a) This Declaration, other applicable covenants, or any restrictions contained in the Real Estate Records;

(b) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, or portions of the Common Area, including rules

limiting the number of guests who may use the Common Area;

(c) The right of the Board to suspend the right of an Owner to use the Common Area, other than for ingress and egress; (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents, after notice and a hearing pursuant to the Bylaws;

(d) The right of the Association, acting through the Board, to dedicate, transfer or mortgage all or any part of the Common Area with the approval of the Voting Representatives representing at least sixty-seven percent (67%) of the Members of the Association, except as provided in subsection 2.1(e) hereof;

(e) The Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property, without the approval of the Association or the Members, shall have the right to withdraw from the Common Area, or to transfer from the Association the maintenance obligation for, portions of the Common Area.

Any Owner may reasonably extend his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot.

2.2. No Partition. Except as may be permitted in this Declaration, there shall be no judicial partition of the Common Area.

2.3. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board in its discretion) by any authority having the power of condemnation or eminent domain, any condemnation award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, the Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property, and Voting Representatives representing at least sixty-seven percent (67%) of the Members of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed

to the Association and used for such purposes as the Board shall determine.

2.4. Actions Requiring Declarant Approval. The following actions shall require the prior approval of the Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property: merger, consolidation or dissolution of the Association; annexation of additional property other than the Annexable Property; and dedication, conveyance, mortgaging or granting easements over the Common Area.

2.5. Neighborhood Common Area. The provisions of this Article shall be applicable to Neighborhood Common Areas, except that references to the Members shall mean only the Members within the Neighborhood in which the Neighborhood Common Area is located.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

3.1. Function of Association. The Association shall be responsible for management, maintenance, operation and control of the Common Area. Subject to any applicable provisions of documents relating to Common Facilities, the Association shall be responsible for management, maintenance, operation and control of the Common Facilities. The Association shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines and Architectural Control Committee Rules.

3.2. Membership. Every Owner shall be a Member of the Association, and such membership shall be appurtenant to, and inseparable from, ownership of a Lot. The Association shall have only one (1) class of membership. All Owners, including Declarant, shall be Members of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3(c) and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, managing member, manager, member, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3. Voting. The Association shall have one class of membership. The following provisions shall apply:

(a) Members, including Declarant when Declarant owns one or more Lots, shall have one equal vote for each Lot in which they hold the interest required for membership under Section 3.2; provided, there shall be only one vote per Lot and no vote shall be exercised for any property specifically addressed in Section 8.10. Votes shall be cast as

provided in Section 3.3(c) below and in the Bylaws. A Member shall only have the right to vote as provided in Section 3.4(b).

(b) The Bylaws address the election of a Board member by Voting Representatives during the Declarant Control Period after the conveyance of a specified percentage of Lots, as more specifically provided therein. Except as otherwise so provided in the Bylaws, during the Declarant Control Period, the Declarant, or persons designated by the Declarant, shall appoint, and shall have the right to remove, all of the members of the Board, who shall serve at the pleasure of the Declarant, in its discretion. Upon the termination of the Declarant Control Period, and in relation to any members of the Board elected by Voting Representatives prior to that time as provided in the Bylaws, the Voting Representatives shall elect the applicable members of the Board.

(c) Except as to the specific matters as to which a Member may vote, as addressed in Section 3.4(b), the vote for each Lot owned by a Member shall be exercised by the Voting Representative representing the Neighborhood of which the Lot is a part, as provided in Section 3.4(b). The Voting Representative shall have the right to cast the number of votes equal to the Lots in the Neighborhood that the Voting Representative represents. The votes cast by a Voting Representative may be cast as the Voting Representative deems appropriate, in the Voting Representative's discretion, but the votes cast by a Voting Representative in relation to a single vote may not be split. In all cases, provisions in the Governing Documents, including this Declaration and the Bylaws, that address the vote, agreement or consent of Voting Representatives that represent a certain percentage of Members shall be construed by assigning only one membership per applicable Lot and by counting the Declarant and a Builder as a Member for each applicable Lot that it owns (whether or not the separate approval of the Declarant is necessary for a particular action).

In a situation where a Member is entitled personally to exercise the vote for his Lot, as addressed in Section 3.4(b), and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the vote of the Owner exercising the vote for the Lot shall be counted, but the Lot's vote shall be suspended if more than one Person seeks to exercise it.

3.4. Neighborhoods and Voting Representatives.

(a) Neighborhoods. Every Lot shall be located within a Neighborhood. The Lots within a particular Neighborhood may be subject to additional covenants.

The following portions of the Initial Property are within the following Neighborhood:

Legacy at Sierra Vista Neighborhood: Lots 1 through 18, inclusive, and Lots 52 through 107, inclusive, of Legacy at Sierra Vista, as shown and described on the Initial Plat.

Each Supplemental Declaration filed to subject additional property to this Declaration, shall assign each of the Lots described therein to a specific Neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created. For as long as the Declarant owns any portion of the Properties or the Annexable Property, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to re-designate Neighborhood boundaries and to create, combine or revise Neighborhoods.

(b) Voting Representatives. Each Neighborhood shall elect a Voting Representative to cast all Members' votes in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Section 3.4(b). Each Neighborhood shall also elect an alternate Voting Representative to cast such votes in the absence of the Voting Representative. Voting Representatives shall be elected on an annual basis, as more specifically provided in the Bylaws.

The Board shall call for the first election of a Voting Representative from a Neighborhood not later than ninety (90) days after the time that Members, other than the Declarant and Builders, own fifty percent (50%) of the Lots within such Neighborhood, or such other time as may be provided in the Bylaws. Subsequent elections of a Voting Representative from such Neighborhood shall be held at least every thirteen (13) months.

In an election of a Voting Representative, each Member (including Declarant while Declarant is a Member and a Builder while it is a Member) within the Neighborhood shall be entitled to cast one equal vote per Lot owned (with a limit of one vote per Lot). The candidate who receives the greatest number of votes shall be elected as Voting Representative and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Representative.

Any Voting Representative may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Lots owned by Members in the Neighborhood that the Voting Representative represents.

Until such time as the Board first calls for the election of a Voting Representative for any Neighborhood, the Members within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Representatives under the Governing Documents.

(c) Neighborhood Common Area. A Neighborhood may contain Neighborhood Common Area. Where the term "Common Area" is used in this Declaration, it shall include Neighborhood Common Area; however, the Neighborhood Common Area shall be for the benefit of the Owners of Lots within the applicable Neighborhood, and all costs associated with the maintenance, operation, inspection, repair and replacement of the Neighborhood Common Area shall be Neighborhood Common Expenses assessed to the Owners of Lots within the applicable Neighborhood as Neighborhood Assessments.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1. Common Area. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including without limitation, equipment and other personal property of the Association used in connection with the Common Area), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to this Declaration and the Bylaws and consistent with the Subdivision Standard. The Board is authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.

4.2. Personal Property and Real Property for Common Use. The Association, through the action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the Properties, personal property and leasehold and other property interests. Such property shall be accepted and maintained by the Association at its expense for the benefit of its Members, subject to the provisions of the Governing Documents and any restrictions set forth in the Real Estate Records.

4.3. Enforcement. The Association may impose sanctions for violations of the Governing Documents in accordance with procedures set forth in the Bylaws or the Association rules, including monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area, if any. In addition, in accordance with the provisions of the Bylaws, the Association may exercise self-help to cure violations, and the Association may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action, or in any case where the Board reasonably determines that the benefit to the Association of taking such enforcement action is outweighed by the resources of the Association which would be extended by the Association in pursuing such enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule, nor prevent an Owner from pursuing such enforcement if owners otherwise have the right to take such action.

4.4. Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership or the Voting Representatives.

4.5. Governmental Interests. For so long as the Declarant owns any portion of the Properties or the Annexable Property, the Declarant may designate sites within the Properties for public or quasi-public facilities. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner consents.

4.6. Indemnification. To the fullest extent permitted by law, the Association shall indemnify every Association officer, director and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that the officer, director or committee member shall not be indemnified if he or she shall be adjudged to be liable on the basis that he or she has breached or failed to perform the duties of the office and the breach or failure to perform constitutes willful misconduct or recklessness.

4.7. Dedication of Common Area. Either a) the Association, through its Board of Directors, with the consent, approval or vote of Voting Representatives representing at least a majority of the Members in the Association, and with the consent or approval of the Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property, or b) the Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property, without the approval of the Association or Voting Representatives, may dedicate portions of the Common Area to Valencia County, New Mexico, the Village of Los Lunas, New Mexico, or to any other local, state, or federal governmental or quasi-governmental entity.

4.8. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken, if any. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each

Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots.

ARTICLE V
MAINTENANCE

5.1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Common Area and the Common Facilities, which may include, but need not be limited to:

(i) all landscaping and other flora, parks, trails, sidewalks, structures, signage, entry features and improvements situated upon the Common Area or Common Facilities, unless another party has the maintenance obligation relating to any such property or improvements;

(ii) if determined by the Board, landscaping and signage within public rights-of-way within or abutting the Properties;

(iii) such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(iv) any arroyos and drainage channels located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits and similar equipment installed therein or used in connection therewith, unless another party has the maintenance obligation relating to any such property or improvements;

(v) to maintain, repair and replace Neighborhood or Property perimeter walls, except that an Owner shall have the obligations as addressed in Section 5.2 in relation to a perimeter wall that is located on or immediately adjacent to the Owner's Lot;

(vi) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association; and

(vii) property dedicated to the public as to which the Board determines that such maintenance is necessary or desirable to maintain the Subdivision Standard.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair or replacement of the Common Area and the Common Facilities shall be a Common Expense, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. The costs associated with Neighborhood Common Areas shall be Neighborhood Common Expenses.

(b) There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. Except as may be provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Declarant owns any of the Properties or the Annexable Property.

5.2. Owner's Responsibility. Each Owner shall maintain the Owner's Lot and all structures, parking areas and other improvements comprising the Lot in a manner consistent with the Subdivision Standard and all applicable covenants. Each Owner shall have the obligation a) to maintain, repair and replace a perimeter wall that is located on or immediately adjacent to the Owner's Lot, and to maintain the surface of such a perimeter wall that faces the Owner's Lot, with the Association providing routine non-structural maintenance of the surfaces of such wall not facing the Owner's Lot, and b) to obtain property insurance covering such perimeter wall as provided in Section 6.2. In addition to any other enforcement rights, if an Owner fails properly to perform the Owner's maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Reimbursement Assessment. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Standard of Performance. Unless otherwise specifically provided herein, provisions herein assigning responsibility for maintenance shall also include responsibility for repair and replacement. All maintenance, repair and replacement shall be performed in a manner consistent with the Subdivision Standard and all applicable covenants. The Association and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.1. Association Insurance.

(a) The Association shall obtain and maintain insurance as provided in the Bylaws,

including, if reasonably and economically available, commercial general liability insurance on the Common Area, as more specifically provided in the Bylaws.

(b) Premiums for all Association insurance shall be Common Expenses, except to the extent that any premiums are Neighborhood Common Expenses as provided herein.

(c) Damage and Destruction. Improvements, if any, on the Common Area which are damaged or destroyed and are covered by insurance written in the name of the Association, shall be repaired or reconstructed unless the Voting Representatives representing at least seventy-five percent (75%) of the Members in the Association, and the Declarant if the Declarant then owns any portion of the Properties or the Annexable Property, determine within ninety (90) days of the loss not to repair or reconstruct. If the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Subdivision Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after clearing of all debris and ruins, shall be retained by and for the benefit of the Association.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Representatives, levy Special Assessments to cover the shortfall.

6.2 Owner's Responsibility. Each Owner covenants and agrees that in the event of damage to or destruction of structures, including any portion of a perimeter wall located on or immediately adjacent to his Lot as to which the Owner has maintenance and replacement obligations as provided in Section 5.2, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX. Except in relation to the Owner's obligations relating to such a perimeter wall, which the Owner shall fulfil, the Owner alternatively shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Subdivision Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE VII

ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1. Annexation Without Approval of Membership. Until all of the Annexable Property has been subjected to this Declaration or thirty (30) years after the recording of this Declaration in the Real Estate Records, whichever is earlier, Declarant may unilaterally subject to the provisions of this Declaration all or any portion of the Annexable Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the Properties or

the Annexable Property and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Annexation shall be accomplished by filing a Supplemental Declaration in the Real Estate Records describing the property being annexed and shall not require the consent of Voting Representatives, but it shall require the consent of the owner of the property being annexed, if other than Declarant.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Annexable Property.

7.2. Withdrawal of Property. So long as the Declarant owns any of the Annexable Property, the Declarant reserves the right to amend this Declaration for the purpose of removing any portions of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If any of the withdrawn property is Common Area, the consent by the Association to such withdrawal shall be required.

7.3. Additional Covenants and Easements. The Declarant may unilaterally subject any portions of the Properties to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, create new, different or additional restrictions, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.4. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any Lots or any of the Annexable Property.

ARTICLE VIII ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments: (a) Maintenance Assessments to fund Common Expenses for the general benefit of all Lots and Neighborhood Maintenance Assessments to fund Neighborhood Common Expenses for the benefit of Lots within the applicable Neighborhood; (b) Special Assessments as described in Section 8.5; and (c) Reimbursement Assessments as described in Section 8.6. Each Owner, by accepting a deed or entering into a recorded real estate contract for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at the interest rate and terms as the Board

may establish, as addressed in the Bylaws or Association rules, late charges in such amount as the Board may establish, fees, charges, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 8.7. Each assessment, together with interest, late charges, costs and reasonable attorneys' fees, also shall be the personal obligation of the Owner at the time the assessment arose. Subject to the provisions of Article XII, and except as may be limited by a valid disclosure certificate or recordable statement from the Association or by applicable law, upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Upon written request by an Owner, the Association or its management company, if any, shall furnish a recordable statement setting forth the amount of unpaid assessments against the Owner's Lot as of a certain date. The statement is binding on the Association and the Board. Subject to any applicable law, the Association and any management company of the Association may charge an administrative, processing or other fee for such a statement, for any disclosure certificate, and in relation to administrative tasks and the like, and for copies of Association records that are available.

Assessments shall be paid in such manner, and in such frequency or on such dates as the Board may establish. The Board may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. If any Owner is delinquent in paying any assessments or other charges levied on his/her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or for any other Association or Board action or inaction.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials, with the Declarant or other entities for payment of Common Expenses.

8.2. Declarant's and Builders' Obligation for Assessments.

(a) Declarant's Obligation for Assessments. While the Declarant owns any portion of the Properties or the Annexable Property, Declarant shall not be required to pay assessments on any of the Lots that it owns. Declarant shall pay the difference between i) the amount of Maintenance Assessments levied on all other Lots subject to assessment, not including any portion of the Assessments for reserves, and ii) the amount of actual expenditures by the Association during the fiscal year, not including

expenditures from reserves or the reserve fund. Notwithstanding the foregoing, Declarant shall not have any obligation to pay any amounts during any calendar year in excess of the amount that Declarant would have paid if it were paying regular assessments on its unsold Lots. The Declarant's obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. Any payments made by Declarant to fund the estimated amounts due under this Section in excess of Declarant's actual funding obligation under this Section shall, at Declarant's option, be credited toward payment of Declarant's next due assessment payment or refunded to Declarant.

(b) Builders' Obligation for Assessments. A Builder shall not be required to pay assessments on a Lot owned by the Builder that was purchased from Declarant until the date nine (9) months from the closing of the Builder's purchase of the Lot from Declarant. After termination of such nine-month period, a Builder shall pay assessments on the Lot in the same manner as other Owners (except for Declarant), with the first assessment due from the Builder prorated as of the date of commencement of assessments. Upon the closing of the sale of a Lot by a Builder to another Person prior to the termination of such nine-month period, assessments on such Lot shall commence as to the purchaser.

8.3. Computation of Maintenance Assessment. At least sixty (60) days before the beginning of each fiscal year, or as soon thereafter as is reasonably practicable, the Board shall prepare a budget covering the estimated Common Expenses, and reflecting any Neighborhood Common Expenses, during the coming year, and including amounts for reserves or a reserve fund in accordance with Section 8.4.

Subject to the provisions of Sections 8.2 and 8.10, Maintenance Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of Maintenance Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Notwithstanding anything that may be to the contrary, subject to the provisions of Sections 8.2 and 8.10, any Neighborhood Assessments shall be levied equally against all Lots within the applicable Neighborhood.

So long as the Declarant owns any portion of the Properties or any Annexable Property, the Declarant may, but shall not be obligated to, reduce the Maintenance Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.2), which may be treated, pursuant to the agreement of the Declarant and the Board, as either a contribution, an advance against future assessments due from the Declarant, or a loan. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and the treatment of such subsidy shall be made known to the membership. The payment of any such subsidy in any year shall

under no circumstances obligate the Declarant to continue payment of such subsidy in future years.

The Board shall send a copy of the budget and notice of the amount of the Maintenance Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective, or as soon thereafter as is reasonably practicable. Such budget and assessment shall become effective unless disapproved at a duly-called meeting by Voting Representatives representing at least seventy-five percent (75%) of the Members in the Association, and also disapproved by the Declarant if the Declarant owns any portion of the Properties or the Annexable Property. The Board shall have no obligation to call such a meeting of Voting Representatives for the purpose of considering the budget except on petition from Voting Representatives as required for special meetings in the Bylaws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.4. Reserve Budget. The Board shall annually prepare a reserve budget, as part of the budget addressed in Section 8.3 or separately, which takes into account the number and nature of replaceable assets within the Common Area, the expected life of each asset, and the expected repair or replacement cost. Subject to the other provisions of this Declaration, the Board shall strive to set the required reserves in an amount sufficient to permit meeting the projected needs of the Association, as shown on the reserve budget.

8.5. Special Assessments. In addition to other authorized assessments, the Board may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. The Board shall send a notice of the amount of the Special Assessment to each Owner at least thirty (30) days prior to the effective date of the Special Assessment. Such Special Assessment shall become effective unless disapproved at a duly-called meeting by Voting Representatives representing at least seventy-five percent (75%) of the Members in the Association, and also disapproved by the Declarant if the Declarant owns any portion of the Properties or the Annexable Property. The Board shall have no obligation to call such a meeting of Voting Representatives for the purpose of considering the budget except on petition from Voting Representatives as required for special meetings in the Bylaws, which petition must be presented to the Board within 10 days after delivery of the notice of the Special Assessments. A notice of Maintenance Assessments and Special Assessment or Assessments may be included in the same communication to Members. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6. Reimbursement Assessments. The Association shall have the power to

levy Reimbursement Assessments against a particular Lot to cover costs incurred by the Association in bringing the Lot into compliance with the terms of the Governing Documents, including any self-help costs incurred by the Association, and costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the provisions of the Bylaws, before levying any specific Reimbursement Assessment under this Section 8.6.

8.7. Lien for Assessments. The Association shall have a lien against each Lot to secure payment of all assessments levied against that Lot or for fines or charges imposed against the Lot's Owner from the time the assessment or fine becomes due, as well as interest, late charges and costs of collection (including reasonable attorneys' fees). Such lien may be enforced by judicial foreclosure.

The Association may bid for the Lot at foreclosure and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien on the Lot except pursuant to foreclosure of a first Mortgage as addressed in Section 12.1. Any unpaid assessments that are discharged by the foreclosure of a first Mortgage shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including such acquirer, its successors and assigns.

8.8. Date of Commencement of Assessments. Except in relation to Lots owned by Declarant, addressed in Section 8.2(a), and except in relation to Lots owned by a Builder, addressed in Section 8.2(b), the obligation to pay assessments shall commence as to each Lot on the first day of the month after all of the following have occurred: (a) the Lot has been made subject to this Declaration, and (b) the Board has first determined a budget and levied assessments. The first annual Maintenance Assessment levied on each Lot shall be prorated if applicable according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

8.9. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Maintenance Assessments and any other applicable assessments on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10. Exempt Property. Common Area and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of

Maintenance Assessments and Special Assessments.

8.11. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, such Owner shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the full amount of the annual Maintenance Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual Maintenance Assessment and shall not be considered an advance payment of such assessment. Such working capital shall be for the Association's use in covering Association operating and other expenses and for such purposes as the Board deems appropriate. This amount may be deposited into the purchase and sales escrow and disbursed therefrom to the Association, and if not so deposited, shall in any event be due from the Person acquiring the Lot.

ARTICLE IX **ARCHITECTURAL STANDARDS**

9.1. General. Except as provided below, no structure shall be placed, erected or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, and planting or removal of landscaping materials) shall take place, and no alteration of existing exterior improvements shall take place, except in compliance with this Article and approval of the Committee under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any portion of the Properties or the Annexable Property.

9.2. Architectural Review. Responsibility for administration of the Design Guidelines and Architectural Control Committee Rules and review of all applications for construction and modifications under this Article shall be handled by the Architectural Control Committee. The members of the Architectural Control Committee need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may

include the reasonable costs incurred by the Committee in having any application reviewed by architects, engineers or other professionals.

9.3. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over original construction on any portion of the Properties except as otherwise provided in Section 9.1. Until one hundred percent (100%) of the Properties and the Annexable Property has been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the Committee who shall serve at the Declarant's discretion. The Declarant may surrender this right prior to that time only by a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board shall have the right to appoint the members of the Committee, who shall thereafter serve and may be removed in the Board's discretion.

9.4. Guidelines and Procedures.

(a) Design Guidelines and Architectural Control Committee Rules. The Declarant shall prepare the initial Design Guidelines and Architectural Control Committee Rules for the Properties. The Design Guidelines and Architectural Control Committee Rules may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics and intended use. Design Guidelines may vary among Neighborhoods; Design Guidelines that relate to all of the Properties may be promulgated with supplemental Design Guidelines that relate to a specific Neighborhood or Neighborhoods. The Design Guidelines and Architectural Control Committee Rules are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Committee in considering applications hereunder. The Design Guidelines and Architectural Control Committee Rules are not the exclusive basis for decisions of the Committee, and compliance with the Design Guidelines and Architectural Control Committee Rules does not guarantee approval of any application.

The Committee shall adopt the initial Design Guidelines and Architectural Control Committee Rules at its initial organizational meeting or as soon thereafter as is practicable. Thereafter, so long as the Declarant owns any portion of the Properties or the Annexable Property, the Committee shall have sole and full authority to amend. After the Declarant no longer owns any portion of the Properties or the Annexable Property, the Committee may propose amendments to the Design Guidelines and Architectural Control Committee Rules, but no such proposal shall become effective until approved by the Board. Any amendments to the Design Guidelines and Architectural Control Committee Rules shall be prospective only and shall not apply to require modifications to or removal of structures previously approved. There shall be no limitation on the scope of amendments to the Design Guidelines and Architectural Control Committee Rules; the Committee is expressly authorized to amend the Design Guidelines and Architectural Control Committee Rules to add requirements or to remove requirements previously

imposed or otherwise to make the Design Guidelines and Architectural Control Committee Rules more or less restrictive.

The Committee shall make the Design Guidelines and Architectural Control Committee Rules available to Owners and Builders who seek to engage in development or construction within the Properties.

The initial Design Guidelines and Architectural Control Committee Rules are attached to this Declaration as Exhibit A. Such document is applicable to the Initial Property and, unless otherwise provided in an amendment to the Design Guidelines and Architectural Control Committee Rules, is applicable to the Properties. Supplemental Design Guidelines and Architectural Control Committee Rules for the Initial Property, the Legacy at Sierra Vista Neighborhood, are attached to this Declaration as Exhibit B.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed structures and improvements shall be submitted to the Committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the Committee may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation, among other things. Decisions of the Committee may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as Committee members change over time.

In the event that the Committee fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed not approved. No approval shall be inconsistent with the Design Guidelines and Architectural Control Committee Rules unless a variance has been granted in writing by the Committee pursuant to Section 9.6.

Notwithstanding the above, the Committee, pursuant to the Design Guidelines or the Architectural Control Committee Rules or by resolution, may exempt certain activities or matters from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance therewith.

9.5. No Waiver of Future Approvals. Approval of proposals, plans, specifications, drawings or other matters for any work done or proposed or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans, specifications, drawings or other matters subsequently or additionally submitted for approval.

9.6. Variance. The Committee may, in its discretion, authorize variances from compliance with any of its guidelines, rules and procedures due to circumstances such as unusual topography, natural obstructions, hardship or aesthetic or environmental

considerations. Such variances may only be granted, however, when unique circumstances are involved. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) preclude the Committee from denying a variance in other circumstances or require the Committee to approve a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.7. Limitation of Liability. The Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the Committee, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the Committee and its members shall be defended and indemnified by the Association as provided in Section 4.6.

9.8. Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, the violating Owner shall, at the Owner's own cost and expense, remove such structure or improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed. All costs, administrative expenses and fees, including reasonable attorneys' fees, together with interest computed from the date of expense at a rate of ten percent (10%) per annum or such other rate as the Board may establish, may be assessed against the benefitted Lot and collected as a Reimbursement Assessment.

Unless otherwise specified in writing by the Committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the Bylaws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Reimbursement Assessment.

The Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Committee.

9.9. Soils Condition. Declarant, the Association and the Committee make no warranty or representation concerning the soil and/or the characteristics or structural stability of the Properties. Each Owner shall assess the sufficiency of the loadbearing

capacity of his or her Lot and the effect of possible soil subsidence upon the structures intended to be placed thereon which are, in part, dependent upon the condition of the underlying soils, the footing, foundation and structural design and plans used for construction on the Lot. Neither Declarant, the Association nor the Committee shall be liable should the footing, foundation or structural design or plan of the structures placed on the Properties prove insufficient to prevent structural distress or damage to the structures erected thereon caused by soil subsidence, settlement, collapse or expansion. One or more soils reports covering the Properties, including a soils report that covers an Owner's Lot, will be recorded in the Real Estate Records. An Owner is advised to review the applicable soils report and perform its due diligence prior to purchasing the Owner's Lot.

ARTICLE X **Use Restrictions**

10.1. Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties as a master planned community. The Properties are subject to Design Guidelines and Architectural Control Committee Rules, the land development, architectural and design provisions described in Article IX, the other provisions of this Declaration governing individual conduct and uses of and actions upon the Properties, and any Association rules promulgated by the Board, all of which establish affirmative and negative covenants, easements and restrictions on the Properties.

The applicable provisions of the Governing Documents shall apply to Owners, occupants, tenants, guests and invitees of a Lot. Any lease on any Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of the Governing Documents.

10.2. Initial Use Restrictions.

(a) General. Except as provided below in relation to Tracts C and D (to the extent they are subjected to this Declaration in the future), and except as may be otherwise provided in a Supplemental Declaration, the Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, an information center, a sales office and/or model homes to aid the Declarant or any Builder owning Lots within the Properties to assist in the sale of the Properties, offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration. Without limiting the ability of a Supplemental Declaration to address and allow non-residential purposes, it is currently intended that Tract C, as shown and described on the Subdivision Plat of Tract A-H Sierra Vista, recorded in the Valencia County, New Mexico real estate records on May 7, 2019, in Book M, Page 425, as Document No. 201904637, which is part of the Annexable Property, may be used for commercial purposes,

and that some or all of Tract D, as shown and described on such Subdivision Plat, may be used for multi-family or high density residential purposes, such as apartments, condominiums, retirement homes and/or nursing homes.

(b) Restricted Activities. The following activities are prohibited within the Properties:

(i) Parking of any commercial vehicles (as defined by the New Mexico Motor Vehicle Department) or equipment, boats, mobile homes, motor homes, recreational vehicles, golf carts, trailers, campers, camper shells, stored vehicles or inoperable vehicles within the Properties unless such vehicles are appropriately screened as determined by the Committee. If the equipment or vehicles cannot be appropriately screened as determined by the Committee, then such equipment or vehicles shall not be permitted to be parked within the Properties. Construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area, and noncommercial passenger vehicles, including automobiles, pick-ups, vans and motorcycles may be parked on a Lot. The number of vehicles permitted to be parked upon a Lot shall not exceed the number of off-street parking spaces within the Lot. The Association shall have the right to maintain maintenance vehicles within the Subdivision;

(ii) The keeping of pets on a Lot in violation of any applicable ordinances, laws and regulations; however, the Association shall have no obligation to take enforcement action in the event of a violation;

(iii) Any activity that emits foul or obnoxious odors outside the Lot, creates noise or other conditions which disturbs the peace or threatens the safety of the occupants of other Lots, or causes undue discomfort, annoyance or nuisance to persons using the Common Area or to occupants of other Lots;

(iv) Any activity that violates local, state or federal laws or regulations; however, the Association shall have no obligation to take enforcement action in the event of a violation;

(v) Pursuit of hobbies or other activities that cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

(vi) Outside burning of trash, leaves, debris or other materials;

(vii) Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except

alarm devices used exclusively for security purposes;

(viii) Dumping of petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(ix) Accumulation of rubbish, trash or garbage except between regular garbage collections, and then only in approved containers and in accordance with Association rules as may be adopted by the Board;

(x) Lawn clippings, yard waste and compost piles may be maintained only if screened from the view of any other Lot, roadway or any portion of the Common Area;

(xi) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that the Declarant and the Association shall have such right provided that the exercise of such right shall not violate law and shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(xii) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and filed in the Public Records, except that the Declarant shall be permitted to subdivide or replat Lots which it owns, and except that, with the prior written approval of the Committee, minor lot line adjustments may be made to remedy encroachments, setback violations or similar problems;

(xiii) Storage of hazardous materials, except that reasonable and ordinary amounts of common household hazardous materials for household, lawn or emergency purposes, such as gasoline and other fuels, fertilizers and paint supplies, may be stored and except that the Association is permitted to store fuel for operation of maintenance vehicles, generators and similar equipment;

(xiv) Conducting any business or trade within a Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (B) the business activity conforms to all applicable zoning and legal requirements; (C) the business activity does not involve regular visitation of the Lot by an inordinate number of clients, customers, suppliers or other

business invitees or door-to-door solicitation of residents of the Properties; and (D) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Committee.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (A) such activity is engaged in full or part-time, (B) such activity is intended to or does generate a profit, or (C) a license is required. This subsection shall not apply to development or sales activities by the Declarant or a Builder;

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. "Leasing" is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner, for which the Owner receives any consideration. The Board may require a minimum lease term of up to twelve (12) months. All leases shall be in writing and notice of any lease, together with such any other information required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws and any Association rules adopted by the Board;

(xv) Any construction, erection or placement of any thing or improvement, permanently or temporarily, on an outside portion of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IX of this Declaration and approval of the Committee. This shall include, without limitation, clotheslines; garbage cans; woodpiles; swimming pools; hot tubs; directional or spot lighting; antennas, satellite dishes or other apparatus for the transmission or reception of telephone, television, radio, data, satellite or other signals of any kind; and walls, dog runs, animal pens or fences of any kind;

(xvi) The maintenance or existence on a Lot of plants, animals, devices or other things of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties;

(xvii) The maintenance or existence of structures, equipment or other items on an exterior portion of a Lot that have become rusty, dilapidated or otherwise fallen into disrepair.

10.3. Owner's Acknowledgment and Notice to Purchasers. All Owners and occupants of Lots are given notice that use of their Lots is limited by the use restrictions of this Article X, and any Association rules adopted by the Board.

10.4. Rights of Owners. No restriction shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) Signs. No use restriction shall regulate the content of political signs; however, the time, place and manner of posting such signs (including design criteria) may be regulated.

(b) Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols and decorations outside structures on their Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that time, place and manner restrictions may be adopted.

(c) Household Composition. No use restriction shall unreasonably interfere with the freedom of occupants of Lots to determine the composition of their households, but occupancy of a residence must comply with any applicable ordinances, laws and regulations.

(d) Activities Within Dwellings. No use restriction shall interfere with the activities carried on within the confines of dwellings, except that activities not normally associated with property restricted to residential use, and activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance, may be prohibited or restricted.

(e) Alienation. No restriction shall prohibit leasing or transfer of any Lot, or require consent of the Association or Board for leasing or transfer of any Lot; provided, the Association or the Board may require a minimum lease term of up to twelve (12) months.

(f) Reasonable Rights to Develop. No use restriction or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

ARTICLE XI **EASEMENTS**

11.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for reasonable maintenance and use of any permitted

encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration). The encroachment shall encroach a distance of not more than one foot, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2. Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any portion of the Properties or the Annexable Property, and to the Association, and to the designees of each (which may include, without limitation, any governmental or quasi-governmental entity, any utility company, and any cable, satellite or similar company), perpetual non-exclusive easements upon, across, over and under all of the Properties (but not through a structure) to the extent reasonably necessary i) for the purpose of monitoring, replacing, repairing, maintaining and operating cable, voice, data or video systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas and electricity, and related utility meters; and ii) for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plats of the Properties.

Declarant specifically grants to the local water and sewer utility, electric company, telephone company and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Declarant owns any portion of the Properties or the Annexable Property, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any of the Properties.

(c) Any damage to a Lot resulting from the exercise of the rights associated with the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising such rights. The exercise of such rights shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.3. Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees and mortgagees, and for the owner of the undeveloped Annexable

Property, an easement over the Common Area for the purposes of enjoyment, use, access and development of the Annexable Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefitting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such Property.

11.4. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security or safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Such right may be exercised by the Association's officers, agents, employees, contractors and managers, a member of the Board, a member of the Architectural Control Committee, and all police, fire department, ambulance and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

ARTICLE XII **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.1. Application of Assessments to Mortgagees.

The liens created under this Declaration upon any Lot shall be subordinate to any recorded first Mortgage upon such Lot made in good faith and for value, except that any such liens that accrued prior to the recording of such first Mortgage shall remain prior to such first Mortgage, and provided that a foreclosure of such first Mortgage shall not relieve the holder or transferee after the foreclosure from liability for, nor the Lot so transferred from the lien of, any assessments or charges thereafter becoming due. A deed or conveyance in lieu of foreclosure or a short sale shall not affect or discharge the liens created under this Declaration.

12.2. Limitation of Enforcement Against Mortgagee.

No violation by an Owner of this Declaration or enforcement of this Declaration against an Owner shall defeat or render invalid the lien of any Mortgagee made in good faith and for value against the property of such Owner, but, this Declaration shall be effective against any Owner whose title is acquired by foreclosure, trustee's sale, voluntary conveyance, or otherwise.

12.3. Rights of Mortgagee to Information.

A Mortgagee shall, upon written request, be entitled to inspect the Declaration, Bylaws, books and records of the Association on the same basis as a Member. If a Mortgagee furnishes the Association, in writing, with its address, it shall be entitled to receive within a reasonable time any financial statement for the immediately preceding fiscal year and shall receive notice of meetings on the same basis as Members.

12.4. Application of Subdivision Restrictions.

Except as provided in this Article or specifically provided elsewhere in this Declaration, all Mortgagors and Mortgagees are bound by the provisions of this Declaration.

12.5. Collection of Assessments.

A Mortgagee shall be under no obligation to collect assessments.

ARTICLE XIII
DECLARANT'S RIGHTS

Any or all of the rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Real Estate Records or in the case of foreclosure or deed in lieu of foreclosure of a security interest granted by Declarant, tax sale, judicial sale or sale under the Bankruptcy Code, the person acquiring title to such property may succeed to any or all of the Declarant's rights contained in the Governing Documents as are set forth in the written instrument evidencing the conveyance and recorded in the Public Records.

Each of the following provisions of this Article XIII shall be effective while the Declarant owns any portion of the Properties or the Annexable Property, but the Declarant may terminate one or more of the following rights and powers, or any rights and powers given to Declarant in this Declaration, by a document recorded in the Public Records:

The Declarant and Builders authorized by Declarant may maintain such facilities and signs and carry on such activities upon portions of the Common Area, as may be

reasonably required, convenient or incidental to the construction or sale of Lots, as the same is determined solely by the Declarant, including, but not limited to, business offices, signs, model Lots and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's prior written consent, and the consent of the owners of any undeveloped portions of the Annexable Property, which consent may be withheld in such persons' sole discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently so approved by written consent signed and recorded in the Real Estate Records.

Notwithstanding any contrary provision in this Declaration or the Governing Documents, no amendment to or modification of any Design Guidelines or Architectural Control Committee Rules shall be effective without prior notice to and the written approval of Declarant.

This Article may not be amended without the written consent of the Declarant.

ARTICLE XIV **DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

14.1. Agreement to Avoid Litigation. The Declarant, the Association, its officers, directors and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Sections 14.2 ("Claims") shall be resolved using the procedures set forth in Section 14.3 in a good faith effort to resolve such claims.

14.2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 14.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.3:

(a) any suit by the Association or the Declarant against any Bound Party to enforce the provisions of Article VIII (Assessments), including a foreclosure action;

(b) any suit by the Association to obtain a temporary restraining order, a preliminary injunction or permanent injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article IX (Architectural Standards) and Article X (Use Restrictions);

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any claim that the Committee has improperly approved plans for construction of improvements pursuant to Article IX hereof;

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.3.

14.3. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

2. the legal basis of the Claim (i.e., the specific authority upon which the Claim arises);

3. Claimant's proposed remedy; and

4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If

requested in writing, accompanied by a copy of the Notice, the Board may, but is not obligated to, appoint a representative to assist the Parties in resolving the dispute by negotiation.

2. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Los Lunas or Albuquerque areas.

3. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and executed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit on the claim.

14.4. Allocation of Costs of Resolving Claims.

Each Party shall bear its own costs of mediation, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the mediation proceeding.

14.5. Enforcement of Resolution. After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit to enforce such agreement. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, reasonable attorneys' fees and court costs.

ARTICLE XV GENERAL PROVISIONS

15.1. Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall have perpetual duration. If New Mexico law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 20 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of former United States Presidents George W. Bush or Barack Obama.

(b) Unless otherwise provided by New Mexico law, in which case such law shall control, this Declaration may not be terminated within twenty (20) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of seventy-five percent (75%) of the total Lots within the Properties and by the Declarant, if the Declarant then owns any portion of the Properties or the Annexable Property, which instrument shall be recorded in the Real Estate Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2. Amendment.

(a) By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, at any time prior to the conveyance, to persons other than Declarant, of fifty percent (50%) of the single family lots that may be created pursuant to the Sierra Vista Area Plan approved by the Village of Los Lunas on September 6, 2018 (Resolution 18-14), as may be amended, Declarant may unilaterally amend this Declaration for any purpose. For clarification, the Sierra Vista Area Plan currently contemplates a development of approximately 750 single-family residential lots, and unless the Plan is amended in this regard, the Declarant has the right to unilaterally amend this Declaration at any time prior to the conveyance, as described above, of 375 Lots that have been subjected to this Declaration. Thereafter, while the Declarant owns any portion of the Properties or the Annexable Property, Declarant may unilaterally amend this Declaration if such amendment is necessary, in Declarant's reasonable discretion, (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable a reputable title insurance company to issue title insurance coverage on one or more Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency.

(b) By Voting Representatives. Except as otherwise specifically provided in this Declaration, including Section 15.2(a) above, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Representatives representing at least seventy-five percent (75%) of the Members in the

Association, and by the written consent of the Declarant if the Declarant then owns any portion of the Properties or the Annexable Property.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant (or the assignee of such right or privilege). Any amendment to the Governing Documents made by or subject to the written consent of the Declarant must also have the written consent of the owner of any undeveloped Annexable Property.

Any amendment shall become effective upon its recordation in the Real Estate Records, unless a later effective date is specified in the amendment.

15.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order, shall in no way affect other provisions or applications.

15.4. Cumulative Effect: Conflict. The provisions of this Declaration shall be cumulative with any additional covenants applicable to any Neighborhood. In the event of a conflict between or among this Declaration and the other Governing Documents, this Declaration shall prevail. Nothing in this Section shall preclude any Supplemental Declaration applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

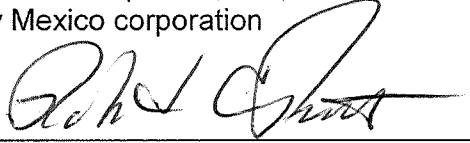
15.5. Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents. Subject to the terms of Article XIV, failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Lot Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.6. Notice of Sale or Transfer of Title. Each purchaser of a Lot from the Declarant, and each transferor and transferee of the Lot thereafter, shall give to (or shall cause to be given to) the Association management company, or if there is none, to the Board, written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the undersigned Declarant has executed this Declaration the date and year first written above.

Double M Properties, Inc., a
New Mexico corporation

By: 
Robert C. Prewitt,
Vice President

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)

This instrument was acknowledged before me on March 25, 2021, by Robert C. Prewitt, as Vice President of Double M Properties, Inc., a New Mexico corporation.


Notary Public

My Commission Expires:

1/24/22

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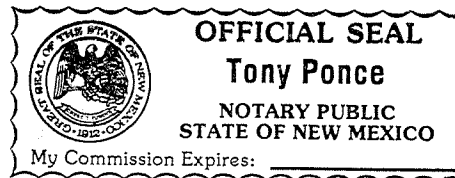


Exhibit A

Initial Design Guidelines and Architectural Control Committee Rules

**DESIGN GUIDELINES, ARCHITECTURAL CONTROL RULES
FOR SIERRA VISTA**

The following are the Design Guidelines, Architectural Control Rules and Subdivision Standards (together, these "Design Guidelines" or these "guidelines") adopted pursuant to the *Declaration of Covenants, Conditions and Restrictions for SIERRA VISTA*, recorded in March, 2021 in the records of the Valencia County Clerk, as may be amended (the "Declaration"). These Design Guidelines effect all Lots developed, or to be developed, on the property described in the Declaration, or subsequently subjected to the Declaration. Capitalized words not defined herein shall have the meanings given in the Declaration. In cases where these guidelines conflict with governmental requirements, the more stringent shall apply. In the event of any conflict between the terms of these guidelines and the terms of the Declaration, the terms of the latter will control. These Design Guidelines were adopted by and shall be administered by the Architectural Control Committee (the "Committee") established pursuant to the Declaration, and any variation from these guidelines shall only be permitted if approved in writing by the Committee pursuant to authority granted herein or in the Declaration.

I. Procedures for Approval.

A. Approval by the Architectural Control Committee must be obtained for the following construction or modification activities:

1. Structures on the Lot:

(a) Residence and attached features (including but not limited to decks, awnings, shutters and roof elements, which include but are not limited to solar collectors, air conditioning equipment, chimneys, skylights, gutters and downspouts),

(b) Accessory structures,

(c) Site structures (including but not limited to fences, walls, flags, statues, flagpoles, swimming pools, play courts and site lighting).

2. Landscaping on the Lots:

Initial landscaping of new residences and any landscaping irrigation system installation (whether at the time of initial construction or at any other time) must be approved by the Committee. Installation of trees, shrubs, and grasses after initial residence construction does not require prior Committee approval but such installation shall be in conformance with the landscaping guidelines contained herein.

3. Exact duplication of a home design that has already been approved by the Committee, including residence, attached features, accessory structures, site structures and landscaping, does not require further approval by the Committee.

4. Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval by the Committee.

B. Application for approval of new construction or modifications shall include the submittals set out in Article IX of the Declaration, together with any other submittals required by the Committee, from time to time.

C. Application Review:

1. The review period shall not commence until the application is considered complete by the Committee.

2. The Committee shall give approval, approval with modifications or disapproval of the application within thirty (30) days of receipt. If no approval or disapproval of the application is given within the review period, the application shall be deemed not to have been approved.

3. Approval of the application shall be valid for a period of two (2) years from the approval date, after which time the application must be resubmitted.

4. The Committee shall not assume any liability for any expenses sustained by the applicant for architectural, engineering or landscape design service.

5. Review and approval of an application by the Committee is made on the basis of subjective aesthetic considerations, as well as the applicable provisions of the Declaration and these Design Guidelines. The Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes or any other governmental requirements. Neither the Declarant, the Association, the Board, the Committee nor any member of any of the foregoing shall be held liable for any injury, damage or loss arising out of the manner or quality of the approved construction or modifications of any Lot.

II. Construction Control.

A. Substantial completion of approved construction for an individual residence shall be required within one (1) year of approval, unless it is part of a Builder's pre-approved plan offering, in which case substantial completion is required within one (1) year of issuance of a building permit. When construction is completed, the applicant must notify the Committee, and, if deemed appropriate, the Committee may inspect the completed construction.

B. The applicant shall be responsible for damage to any common areas or to other Lots or subdivision improvements, including but not limited to those owned by the Association and/or the Village of Los Lunas, resulting from construction. Any damage that occurs as a result of construction shall be repaired or replaced by the applicant at its expense under the direction of the Committee or, if applicable, the Village of Los Lunas.

C. All construction, repair and maintenance shall be limited to the hours of 7:00am and 7:00pm. If more restrictive, work hours and noise levels specified in the Village of Los Lunas code.

D. All building debris must be placed in appropriate containers (wire ring, trash cans or dumpsters), which when filled must be removed. Any excess site dirt must be cleaned from adjacent streets promptly.

E. Portable toilets for construction workers shall not be placed on any lot where a residence has been completed, and shall be subject to relocation at the Association's request.

F. Temporary construction facilities are allowed if approved by the Committee.

G. Any construction signs installed on a Lot during construction shall be removed at the completion of construction. One real estate "for sale" sign no greater than four (4) square feet may remain on a lot until the residence has sold.

H. Existing site drainage shall not be altered in any way that would affect the quantity or direction of water flows in contravention of the approved grading and drainage plan for the Lot and for the subdivision.

I. Applicant shall be responsible for limiting wind or water erosion by site watering, fencing or drainage control during the construction period.

J. Model homes and sales offices shall have all marketing structures, including flagpoles, signs, fences and site lighting removed at the time the model homes and sales offices are no longer used for such purposes.

III. Site Planning.

A. Grading and Drainage of the initially constructed Lot (as set forth in the plot plan for the Lot which identifies spot elevations and flow arrows depicting the grading and drainage plan approved by the applicable governmental entities and built by the builder) shall not be altered. If an application involves or requires modification of the grading and drainage of a Lot, the Committee may require, at applicants' expense, a written certification from a licensed New Mexico geotechnical engineer that such proposed modification will not negatively impact the grading and drainage pattern or otherwise cause potential damage to the Lot or improvements

thereon, or to any adjacent Lots or improvements thereon. Improper alteration of or failure to stabilize and/or maintain drainage patterns as provided in the Plot Plan may result in significant damage, including but not limited to, damage to the foundation of the house or adjacent slopes, patios and/or yard walls.

B. Parking and Driveways:

1. A minimum of two (2) parking spaces, in addition to the garage spaces, shall be provided on each Lot to accommodate guests.

2. Only one (1) driveway access and driveway shall be allowed per Lot without the prior written approval of the Committee.

3. Driveway surface materials shall be concrete or concrete augmented (colored, stamped, exposed aggregate or scored) or interlocking pavers (brick, stone or concrete). No asphalt driveways are permitted.

4. Other parking restrictions shall be those enumerated in the Declaration of Covenants, Conditions and Restrictions.

C. Walls: Community Perimeter Walls shall be the walls adjacent to the main community roads, namely Sierra Vista Avenue, Emily Avenue, and Abby Street

1. For purposes of these Design Guidelines, "Privacy Walls" are those walls constructed along the individual Lot property lines between Lots and "Community Perimeter Walls" are those walls which are constructed on a lot line adjacent to public right-of-way or Common Area.

2. Privacy Walls shall be of masonry construction conforming to the applicable Concrete Masonry Unit (CMU) wall standard (6"X8"X16). The color shall be tan colored block, with a cap block. Privacy Walls that extend between the side Lot line and the residence (Return Walls) shall be constructed of tan CMU block.

3. Privacy Walls shall not exceed six (6) feet in height above the adjacent highest finished grade, unless approved otherwise by the Committee.

4. Openings in Privacy Walls that are adjacent to a street right-of-way require approval of the Committee.

5. The cost of reasonable repair, maintenance and replacement of Privacy Walls will be shared equally by the Owners of the Lots on either side of the wall. Each Owner may make reasonable use of the Privacy Wall in a manner that does not interfere with the other Owner's use of the wall and does not otherwise violate any regulations or guidelines created or adopted by the Committee. Any Owner who, by

negligent or willful action or failure to act, causes a Privacy Wall to subside, tip or fall shall bear the entire cost of restoring, repairing or shoring up such wall.

6. No equipment of any type may be attached to Privacy Walls.

7. The Association shall maintain the cosmetics of the exterior of all Community Perimeter Walls and shall remove all graffiti therefrom. Lot Owners shall be responsible for maintaining the structural integrity of any portion of the Community Perimeter Walls adjacent to their Lot but may not alter any portion of the Community Perimeter Walls in any manner without the written approval of the Committee. This Lot Owner obligation to maintain includes the obligation to repair or replace damaged portions of the Community Perimeter Walls.

8. All walls shall conform to the requirements of the Village of Los Lunas, including the Zoning Ordinance.

9. Each Lot shall have a wall made of the Association's CMU wall standard a minimum of forty-eight (48) inches in height, on either side of the residence separating the front yard from the rear yard ("Return Walls"). Gate materials may be wood, painted to match stucco color, or wrought iron. Other gates and custom gates require Committee approval.

D. Outdoor Recreational Facilities:

1. Swimming pools and spas are allowed in rear yards only. Pool and spa installations must minimize any disturbance to adjacent Lots. Owners must ensure that a temporary fence, approved by the Committee, is installed whenever a Privacy Wall is removed while pool or spa construction or modification is in progress. Pool and spa equipment and plumbing must be concealed or placed underground and shall not produce sounds that disturb other Owners. Every pool or spa must have a backwash pit or separation tank.

2. Every application to the Committee to construct or modify a pool or spa must be accompanied by the relevant Village of Los Lunas permit(s) and, if required by the Committee, a certificate from a geotechnical engineer as discussed in Section III(A) above.

3. Outdoor play courts (e.g., basketball, tennis) shall be located in the back yard and may be constructed only with prior written approval by the Committee upon the Committee finding that the play courts will have minimal adverse impact upon adjoining Lots.

4. No outdoor recreational facility shall alter an approved Grading Plan unless a licensed New Mexico geotechnical engineer has certified the alteration will not negatively impact grading and drainage and the alteration is further approved by the Committee.

E. Miscellaneous Site Features:

1. Exterior lighting shall be located to minimize impact on adjoining Lots or adjoining Common Areas. Ground-mounted lighting shall be directed downward as necessary to safely light walkways and residence entries. Light fixtures mounted on the residence shall be mounted no higher than ten (10) feet above the finished grade and shall be screened to prevent direct light falling outside the subject Lot.

2. Accessory Buildings such as gazebos, trellises, tool and storage buildings, and pet houses shall be constructed of the same materials and colors to match the features of the residence, unless approved otherwise by the Committee.

3. Garbage and trash containers shall not be visible from the street (unless visibility is through a gate for containers behind a Return Wall), except solely on the day designated for garbage removal.

4. Flagpoles shall be limited to one per Lot and shall be located and limited in height as determined by the Committee.

5. No heating, air conditioning units, evaporative cooling units, or equipment shall be placed, constructed or maintained upon the property, including, but not limited to, upon the roof, or exterior walls of any structure on any part of the property unless: (a) where such unit or equipment is installed upon the roof of any structure upon the property, such unit or equipment is fully screened from view from any adjacent lots by a parapet wall which conforms architecturally with such structure or (b) in all other cases, such unit or equipment is in the side or rear yard of the residence.

6. Model homes and sales offices will be allowed during the home-selling period, provided such are permitted by the Village of Los Lunas.

7. The Builder shall maintain landscaped areas in front yards until the residence has sold and is occupied.

8. Sidewalk repair and replacement shall be the responsibility of the adjacent Owner unless such sidewalk is on Common Area or part of a Common Facility. If an Owner or its agent, employee or representative, damages any sidewalk on or adjacent to that Owner's Lot, the Owner must repair or replace the sidewalk to return it to its original condition.

IV. Landscaping Design.

A. Lot Landscape Areas and Coverage:

1. No later than ninety (90) days after occupancy, all of the front yard shall be landscaped. The Association requires that landscaping be of a type which conserves

water to the highest degree possible. Sod and grass require a lot of water to maintain and are, therefore, discouraged. Moreover, the use of excessive water can cause soil settlement or soil consolidation and damage to improvements on a Lot and/or on adjacent Lots and the improvements thereon. Consequently, Lot owners are required to use drought tolerant sod/grass such as blue grama, buffalo grass and drought tolerant fescues, and to familiarize themselves with the soils reports related to the subdivision and the current planting and watering recommendations available by the State of New Mexico and/or its Universities and their cooperative extensions, and to follow those recommendations. Copies of these documents may be obtained from the Association upon request. Neither the Association, nor the Builder, will be responsible for specific plant and watering recommendations and any loss or damage resulting directly or indirectly from floods, surface water (including but not limited to irrigation water) or water below the surface of the ground. High-water-use turf (annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue and tall fescue) are prohibited.

2. At least one (1) deciduous or evergreen tree of at least a two-inch (2") caliper shall be planted in the front yard.

3. Railroad ties and landscape timbers are not permitted in the front yard.

4. At least five (5) shrubs or grasses shall be planted in the front yard

5. No trees within five feet of any structure (e.g. house, Privacy Walls etc).

6. All gravel color shall be either gray, smoke (black), Santa Fe Brown or Santa Ana tan unless otherwise specifically approved by the Architectural Control Committee. 7/8" Santa Fe Brown gravel shall constitute not less than 30% of the groundcover area of the front yard. Santa Fe Brown crusher fines, if utilized, shall not constitute more than 20% of the groundcover area of the front yard. Cobblestone accents, if utilized shall not cover more that 10% of the groundcover area of the front yard. Steel edging shall be used to separate gravels/fines/cobbles.

B. Irrigation Systems:

1. Irrigation systems shall be designed to minimize water waste, overwatering and overspray. The lot owner is responsible for ensuring that all water lines are maintained and any leaks are promptly repaired.

2. Spray-type systems shall be limited to turf areas and shall be located so as not to spray onto parking areas, sidewalks, Privacy Walls, or adjacent residences.

C. Plants:

1. Plant species (trees, shrubs, groundcover, and grasses) that do not require high water use are to be used. A guide to the identification of such species is available from the Committee.

2. Owners shall locate trees so that roots will not damage shared walls or fences as the trees mature.

D. Water features such as decorative pools or fountains are discouraged and, if installed, shall be limited to one hundred (100) square feet.

E. Owners shall maintain landscaped areas to ensure replacement of dying plant materials, pruning, regular watering, and Lot cleanup.

V. Residence Design.

A. Architectural Style:

1. The architectural character and style of all residences must be approved by the Committee.

2. The permitted architectural styles for the residences are limited to Pueblo, Territorial, Northern New Mexico Territorial, Southwest Traditional and Southwest Contemporary, Craftsman, Contemporary or other as approved and deemed appropriate by the Committee.

3. The architectural character or style of a residence shall be compatible with other residences in the Properties.

4. Porches, decks and trellises, attached or detached from the residence, shall maintain an architectural style consistent with that of the residence through use of materials, color and detail.

B. Building Plan:

1. Maximum building height for single story homes is 19.5' from engineer's pad elevation. Maximum building height for two story homes is 28' from engineer's pad elevation. The minimum area of heated floor space for residences shall be 1100 square feet.

2. Garages are required for all residences with a minimum two (2) spaces provided. Garage doors are limited to what is adequate for three (3) garage spaces. Tandem garages may be utilized to provide up to a maximum of five (5) garage spaces. Garages may not be converted into living space or into any space that limits off-street parking.

C. Elevations:

1. Consistency of architectural style shall be maintained throughout all exterior elevations with respect to theme, material, colors and details. A consistent level of finish detail shall be maintained between front, side and rear elevations.

2. Elevation massing shall be consistent with the overall architectural style of the residence.

3. Roof forms shall exhibit consistency within the Properties and within each individual residence. Use of multiple roof forms (hip, gable and flat) within an individual residence is acceptable; however, the predominance of one form is encouraged.

D. Exterior Materials:

1. Residences shall balance the need to incorporate multiple materials to create visual variety while limiting the number of materials so as not to create a disharmonious or complicated appearance.

2. Metal cladding, vinyl or wood siding, and exposed standard-color and standard-finish concrete block are not permitted.

3. Residence exterior wall materials must be predominantly stucco with only stone, wood, adobe, metal, brick or simulated wood used for accent detailing.

4. All trim materials must be approved by the Committee and shall be limited to stone, adobe, metal, wood or simulated wood.

5. Exterior finish materials must extend down to within six (6) inches of the finished grade.

6. Every Residence shall be built with any of the following roof materials: a tile roof, an asphalt shingle roof, a built up or rolled material flat roof behind parapets, a roof combining parapets and tile shingles. All sloping roof materials must be approved by the Committee and only one material shall be used for all the sloping roof area.

7. No wood fencing of any kind shall be erected on any Lot where such wood fencing would be visible from any other Lot or from the street.

8. Doors and windows, if framed with metal, shall not be unfinished (unanodized). Mirrored and reflective films are not permitted on windows or doors, unless approved otherwise by the Committee. Appropriate window coverings, including but not limited to curtains, draperies and blinds, shall be installed by each Owner on each window within sixty (60) days after the Owner closes escrow or moves in, whichever comes first.

Foil, sheets, blankets, newspapers and cardboard are prohibited except during the initial 60-day period.

9. Shutters and awnings shall be designed to maintain a consistent architectural style with the residence. If deterioration of shutters or awnings occurs, they must be repaired, replaced or removed.

10. Owners shall maintain all exterior surfaces in good repair.

11. Any sign approved by the Committee and not otherwise mentioned or described in these Guidelines or the Declaration of Covenants, Conditions and Restrictions for Sierra Vista shall be no larger than one foot by two feet.

E. Color:

1. Exterior finish material colors shall be complementary to and harmonious with each other. Accent colors for exterior trim, windows, doors and details that are harmonious with each other and with the overall color scheme of the residence are allowed. Colors of porches, trellises, and decks attached to or adjacent to the residence shall be consistent with the exterior finish colors of the residence. A three-color scheme for the exterior of residences is encouraged: roof color, primary wall color, and trim color (window and door trim, roof trim, miscellaneous trim). Primary wall colors and garage door colors shall be limited to those colors approved by the Committee. The Committee may from time to time approve colors based upon a suppliers or manufacturers sample. Substantially equal colors to those approved by the Committee are acceptable, provided however, that no gray shall be permitted.

2. All vents, flashing and metal chimney caps shall be painted to match or complement the roof color.

3. No unfinished metal frames of doors and windows shall be allowed on the exterior of the residence.

F. Roof Elements:

1. Antennas and satellite dishes shall not exceed one meter (39 inches) in diameter and may be installed on or under eaves. Unless signal acquisition is otherwise unavailable, antennas and satellite dishes shall be located not less than ten feet (10') from the front façade of the residence.

2. Solar collectors shall be appropriately located and/or screened as determined by the Committee.

3. Gutters and downspouts shall be painted to match or complement the adjacent roof trim or wall surface color.

4. HVAC equipment shall be ground-mounted or completely screened by parapet walls. Roof-mounted units shall be permitted only on flat roofs with parapet walls.

VI. Amendments; Additional Development Standards.

These Design Guidelines may be amended at any time and from time to time by unanimous action of the members of the Committee, and in addition to these standards, the Committee may promulgate additional design guidelines or standards that are not inconsistent with the standards set forth in these Design Guidelines and in the Declaration. Notwithstanding the foregoing, during the Declarant Control Period, amendments and additional standards may only be adopted with the consent of the Declarant.

VII. Variances.

The Committee may authorize variances from compliance with any of the design guidelines set forth in these Design Guidelines or in any additional criteria promulgated and adopted by the Committee. If such a variance is granted, no violation shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular property, provision, and instance covered by the variance.

These initial Design Guidelines shall be deemed established upon the recording of this document and shall thenceforth be deemed not only guidelines but covenants running with the land and they shall inure to the benefit of and bind the Lot Owners and the successors and assigns of the Lot Owners in the Properties and their heirs, personal representatives, grantees, tenants, successors and assigns.

These initial Design Guidelines are dated as of March 23, 2021.

Exhibit B

Supplemental Design Guidelines and Architectural Control Committee Rules
for the Legacy at Sierra Vista Neighborhood

**SUPPLEMENTAL DESIGN GUIDELINES
FOR LEGACY @ SIERRA VISTA**

The following Supplemental Guidelines (the "Legacy Guidelines") for Legacy at Sierra Vista Neighborhood (the "Legacy Neighborhood" or "Legacy") are supplemental to the general Design Guidelines, Architectural Control Rules and Subdivision Standards for Sierra Vista, as amended (the "Sierra Vista Guidelines"). All of the provisions of the Sierra Vista Guidelines apply to The Legacy Guidelines for the Legacy Neighborhood except as modified by these Legacy Guidelines. The Legacy Guidelines shall be an amendment to the Sierra Vista Guidelines for application to Legacy. The Legacy Guidelines were adopted by and shall be administered by the Architectural Control Committee.

The Legacy Guidelines are additional to those requirements contained in the Sierra Vista Guidelines and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VISTA, as amended (the "Declaration"). In the event of any conflict between the terms of the Legacy Guidelines and the terms of the Sierra Vista Design Guidelines or the Declaration, the terms of the latter will control.

Site Design:

1. Set Backs. All garages must be set back not less than 20' from the front property line. Minimum residence setbacks from the front property line are as set forth on the following page:

[Remainder of page intentionally left blank.]

Lot	Set Back	Lot	Set Back	Lot	Set Back	Lot	Set Back
1	20'	38	20'	75	20'	112	20'
2	20'	39	25'	76	30'	113	20'
3	25'	40	20'	77	25'	114	25'
4	20'	41	20'	78	15'	115	25'
5	25'	42	20'	79	15'	116	25'
6	20'	43	15'	80	15'	117	30'
7	20'	44	25'	81	20'	118	30'
8	25'	45	25'	82	20'	119	25'
9	30'	46	20'	83	15'	120	20'
10	30'	47	15'	84	15'	121	20'
11	20'	48	15'	85	15'	122	15'
12	30'	49	20'	86	20'	123	15'
13	25'	50	25'	87	20'	124	15'
14	25'	51	25'	88	30'	125	20'
15	20'	52	30'	89	25'	126	20'
16	20'	53	25'	90	20'	127	20'
17	20'	54	20'	91	15'	128	20'
18	15'	55	20'	92	15'	129	25'
19	15'	56	25'	93	15'	130	30'
20	15'	57	30'	94	15'	131	30'
21	20'	58	30'	95	15'	132	25'
22	20'	59	25'	96	20'	133	20'
23	20'	60	20'	97	20'	134	20'
24	15'	61	20'	98	20'	135	15'
25	20'	62	20'	99	20'	136	15'
26	30'	63	15'	100	25'	137	15'
27	25'	64	15'	101	30'	138	20'
28	20'	65	20'	102	30'	139	25'
29	20'	66	20'	103	25'	140	15'
30	20'	67	30'	104	20'	141	15'
31	20'	68	30'	105	15'	142	20'
32	25'	69	20'	106	15'	143	25'
33	20'	70	20'	107	15'	144	30'
34	20'	71	15'	108	15'	145	20'
35	15'	72	15'	109	15'	146	20'
36	15'	73	20'	110	15'	147	20'
37	20'	74	20'	111	15'	148	15'

Outdoor Recreational Facilities:

1. Portable basketball goals may not remain on the curb or in the street right of way when not in use. It is recommended that they be laid down beside the house behind the front façade when not in use. Portable basketball goals may be placed adjacent to driveways at least fifteen feet from top back of curb.
2. Trampolines, swing sets, play structures, etc. are not allowed in front yards. All such equipment must be kept in backyards (behind the gate or return walls).

Miscellaneous Site Features:

1. Sidewalks in Legacy are six feet (6') wide and are located on one side of the street only. No sidewalk shall be constructed on the side of the street that doesn't have sidewalks. Any repair or replacement of a sidewalk must maintain the original width, color, and material.
2. Sheds. By following these Garden Shed Guidelines, a homeowner may install a garden shed without submitting a request to the Architectural Control Committee. Deviation from the Guidelines requires submission of a formal request to the Architectural Control Committee prior to installation. The Architectural Control Committee will require the submission of information on any alternate installation for its consideration.
 - a. The shed siding shall be of either masonite covered plywood or particle board, wood siding or stucco board.
 - b. The shed siding and shed trim shall be painted to match or closely match the stucco color and trim of the home associated with the storage shed.
 - c. The roof of the shed shall be a pitched roof (not barn style). Sheds shall not be A-frame style. The roof shall be covered with tile or shingles to match the home. No portion of the roof shall extend over a Lot's fence or wall.
 - d. At the homeowner's option, the floor of the shed shall be plywood on joists or concrete slab.
 - e. In preparing the site for the shed, the grade of the Lot shall not be significantly altered so as to change the planned drainage pattern or cause erosion into a

- neighboring yard. The shed shall be placed on the Lot in such a way so it is not less than ten (10) feet away from the home on any adjacent or abutting Lot.
- f. The shed shall not be taller than eight (8) feet when measured from the highest point of the roof to the floor of the shed.
 - g. The size of the shed shall not be larger than one hundred and twenty (120) square feet.
 - h. The shed shall not be used as a dwelling.
 - i. Homeowners are solely responsible for compliance with Zoning and Village of Los Lunas Ordinances in the installation of their sheds. This guideline does not guarantee compliance with Village of Los Lunas requirements and regulations.
 - j. Sheds that do not meet the Guidelines will be subject to notice by the Architectural Control Committee. The homeowner will be required to remove non-compliant sheds or bring them into compliance at the homeowner's expense.

The Legacy Guidelines are dated as of March 23, 2021.