

VISTA DEL PRADO II & III

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06/26/96

**VISTA DEL PRADO III****DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND  
BUILDING RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, *NEW MEXICO BUILDING PRODUCTS INC.*, hereinafter referred to in the singular as the "DEVELOPER", of a parcel of land shown as Tract A within VISTA DEL PRADO Subdivision will be re-named "VISTA DEL PRADO II" Subdivision, and a parcel of land shown as Lot 38 within Vista Del Prado II and adjoining land shown as Tract One (lot 47) and Tract Two (lot 45 & 46) VISTA DEL PRADO III lying, situate, and being in the City of Santa Fe, Santa Fe County, State of New Mexico. The land, lots and tracts within VISTA DEL PRADO II & III Subdivision have been subdivided in accordance with the requirements of the City of Santa Fe, New Mexico. The subdivision consists of THIRTY EIGHT (38) and NINE (9) single-family townhouses approved by the City of Santa Fe, a copy of which is attached hereto and identified as Exhibit A. Hereinafter, the subdivision shall be referred to as "VISTA DEL PRADO II". The Subdivision Plat and dedications related to the city approved subdivision were filed in the Office of the County Clerk of Santa Fe County, New Mexico, on 4-11-96 as Document No. 941-483

WHEREAS, *NEW MEXICO BUILDING PRODUCTS INC.* is the DEVELOPER, of the land within VISTA DEL PRADO II & III which will has been subdivided and named VISTA DEL PRADO II.

It is the intent of the DEVELOPER to subject VISTA DEL PRADO III to the following restrictions and protective covenants. Upon execution of a Declaration of Restrictive and Protective Covenants and Building Restrictions for VISTA DEL PRADO III, the lots within VISTA DEL PRADO III shall be subject to all provisions of this document and all references to VISTA DEL PRADO II shall mean VISTA DEL PRADO II and VISTA DEL PRADO III.

WHEREAS, the DEVELOPER for the mutual benefit and enjoyment of prospective purchasers of said lots, hereinafter referred to as lot or property owner(s), desires to place thereon the following restrictions and protective covenants respecting the use and occupancy thereof;

NOW, THEREFORE, the said DEVELOPER hereby declares that the following restrictions and protective covenants shall apply to all of the lots in said subdivision and shall be included in full or by reference in all deeds thereto.

#### ARTICLE I - PURPOSE OF COVENANTS

It is the intention of the said DEVELOPER, expressed by its execution of this instrument, that the lands within the said VISTA DEL PRADO II & III be developed and maintained as a highly desirable single-family townhouse residential area. It is the purpose and intent of these covenants to create a means by which development within the subdivision will be designed, constructed and maintained in a cohesive and attractive manner. It is of primary intent that the seclusion of each home site in VISTA DEL PRADO II & III from the neighboring home sites shall be protected insofar as possible.

## ARTICLE II - PROPERTY RIGHTS

1. OWNERS' EASEMENTS OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to dedicate or transfer all or any part of the Common Area to public agency, authority, or utility for public purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument approved by Owners entitled to cast two-thirds (2/3) of the vote of the Owners agreeing to such dedication or transfer and unless approved by the City of Santa Fe. Easements for maintenance of utilities and emergency vehicle access may be granted by the Subdivision Association Committee.

b. The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the Common Area and facilities, but the Association shall have no power to mortgage said Common Areas conveyed to the Association by the Developer in aid thereof.

c. The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the members and their guests.

ARTICLE III - SUBDIVISION ASSOCIATION:

1. SUBDIVISION ASSOCIATION MEMBERSHIP: Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The developer shall serve as the Subdivision Association Committee until such time as the Subdivision Association Committee has been created, Association officers have been elected and the first meeting has been held and class A shares have a majority of the association votes. (see Article III section 3)

2. VOTING RIGHTS: The Association shall have two classes of voting membership:

a. Class A Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with the respect to any Lot.

\* b. Class B Class B member(s) shall be the Developer and shall be entitled to ~~three~~ (3) votes for each Lot owned. The Class B membership shall reduce to one vote per Lot owned, as is Class A membership, on the happening of either of the following events, whichever occurs earlier:

(a) After the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership.

(b)?

3. SUBDIVISION ASSOCIATION COMMITTEE: The Subdivision Association shall elect a five member "Subdivision Association Committee", to be elected in January 1998, elected individuals shall serve two year terms, vacancies which occur shall be filled by volunteers and approved by a majority vote of the Subdivision Association Committee. The Association Committee shall elect a President, Vice President and Secretary. The Subdivision Association Committee shall have the authority to review, approve or deny variances, architectural ~~levy fees as required for subdivision maintenance, and enforce covenant restrictions,~~ other items which affect and impact the general well being of the subdivision. Except in it's capacity as the Architectural Committee, the Subdivision Association Committee shall ~~provide a two week notification to each lot owner regarding meeting dates and agenda.~~ The Architectural Committee may meet without notice.

#### ARTICLE IV: SINGLE-FAMILY USE

All the lots within VISTA DEL PRADO II & III shall be known and described as single-family residential lots, and shall be used for the accommodation of single-family residences.

#### ARTICLE V: ARCHITECTURAL

1. ARCHITECTURAL COMMITTEE: The Architectural Committee and Subdivision Association Committee shall be one and the same committee. Election and appointment of said committees are as described in Article III Section 3.

2. APPROVAL BY ARCHITECTURAL COMMITTEE: No improvements

of any kind, including, but not limited to, single-family dwelling townhouses, outbuildings, swimming pools, tennis courts, parking areas, fences, walls,

garages, drives, antennae, flagpoles, curbs, and walks shall ever be constructed or altered on any lands within VISTA DEL PRADO II & III, unless

the complete architectural plans for such construction or alteration are approved in writing by the Architectural Committee prior to the

commencement of such work. If the aforesaid committee, or its authorized

representatives, fails to approve or, disapprove such plans, specifications, and

plat within thirty (30) days after the same have been submitted to it, such

approval will not be required.

3. VARIANCES: Where circumstances such as topography, location of

property lines, location of trees and brush, or other matters require, the

Architectural Committee may, by a majority vote, allow reasonable variances

as to any of the covenants contained in this instrument. Variances as

approved by the Architectural Committee will not supersede or be in conflict

with City of Santa Fe Ordance, County of Santa Fe Ordance, State or

Federal Regulations.

4. GENERAL REQUIREMENTS: The Architectural Committee shall

exercise its best judgment to see that all improvements, construction,

landscaping, and alterations on the lands within VISTA DEL PRADO II & III

conform with the requirements of this document and harmonize with the

Jan. 1998



natural surroundings and with existing structures as to external design, materials, color, setting, height, topography, grade, and finished ground elevation.

5. PRELIMINARY APPROVALS: Persons who anticipate constructing improvements on lands within VISTA DEL PRADO II & III, whether they already own lands in VISTA DEL PRADO II & III, or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

6. ARCHITECTURAL PLANS: The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

7. ARCHITECTURAL COMMITTEE NOT LIABLE: The Architectural Committee shall not be liable for damages to any person or association submitting any architectural plans for approval or to any owners of lands within VISTA DEL PRADO II & III, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans or improvements. Any person or association acquiring the title to any property in VISTA DEL PRADO II & III, or any persons or associations submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to

recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

8. WRITTEN RECORDS: The Architectural Committee shall keep and safeguard to at least five (5) years, complete, permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

9. ACKNOWLEDGEMENT OF APPROVAL: It is contemplated that title insurance will be secured in connection with the transfer and the re-transfer of lots of subject to the restrictions herein contained. Any title insurance company issuing title insurance on such lots, and all transferees of the said owner and all transferees or successors in title subsequent thereto, may rely conclusively upon a statement executed by the Chairman and by the Secretary of the Architectural Committee to the effect that any given improvement or usage has been duly approved by the architectural Committee.

#### ARTICLE VI - ARCHITECTURAL & LAND USE STANDARDS

1. ZONING REGULATIONS: No lands within VISTA DEL PRADO II & III, shall ever be occupied or used for any structure or purpose or in any manner which is contrary to the zoning regulations of the City of Santa Fe, New Mexico, validly in force, from time to time, except as the same may be allowed under

said regulations as a non-conforming structure or use.

2. NO MINING, DRILLING, OR QUARRYING: No mining, quarrying, tunnelling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of VISTA DEL PRADO II & III.

3. NO BUSINESS USES: No lands within VISTA DEL PRADO II & III, shall ever be occupied or used for any commercial or business purpose nor for any noxious activity and nothing shall be done or permitted to be done on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any of said lands. No store, ~~office~~, or other place of commercial business of any kind; nor any hospital sanitorium or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant, or any other public place of entertainment; nor any church; nor any apartment unit housing more than one family; shall be constructed, altered, or permitted to remain within VISTA DEL PRADO II.

4. SIGNS: With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than four (4) square feet) and except for entrance gate signs of a style and design approved by the Architectural Committee, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted to remain on any lot in VISTA DEL PRADO II & III.

5. ANIMALS: Except as specified herein, no animal or poultry, except ordinary household pets as permitted by individual lot owners, shall be kept

on any lands in VISTA DEL PRADO II & III. All pets shall be confined within the boundary of owners' lot or property. Allowed pets shall not cause annoyance or become a nuisance to the neighborhood.

6. NO RE-SUBDIVISION: No lot described on the recorded plat of VISTA DEL PRADO II & III shall ever be re-subdivided into smaller tracts or lots, provided that conveyances or dedications of easements for utilities may be made for less than all of one tract.

7. COMBINING TRACTS: If two or more contiguous residential lots are owned by the same owner or owners, they may be combined into one or more larger residential lots by means of a written document executed and acknowledged by all of the owners thereof, approved by the Architectural Committee, and recorded in the real property records of Santa Fe County, New Mexico. Thereafter, the new and larger lot or lots shall each be considered as one lot for the purposes of these covenants.

8. SERVICE YARDS AND TRASH: All clothes lines, equipment, service yards, woodpiles, or storage piles on any tract in VISTA DEL PRADO II & III shall be kept screened by adequate fencing so as to conceal them from the view of neighboring lots and streets. All rubbish and trash shall be removed from all lots in VISTA DEL PRADO II & III and shall not be allowed to accumulate and shall not be burned thereon. No inoperative or junk vehicles or equipment will be allowed upon any lot or streets. All vehicles shall be currently registered with the New Mexico Department of Motor Vehicles.

9. UNDERGROUND UTILITIES: All new water, gas, electric, and telephone lines and pipes and all other utility lines within the limits of VISTA DEL PRADO II & III must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

10. BUILDING RESTRICTIONS: No buildings or structures shall be placed, erected, altered, or permitted to remain on any land parcel other than those lots designated as residential lots per approved subdivision plat. All buildings must be constructed within the building envelope with respect to common walls and location of driveways as described on approved subdivision plat.

11. ARCHITECTURAL STANDARDS:

A. *STYLES*: All residences shall be PUEBLO STYLE. No building or other structure shall have a pitched roof, hip roof, shed roof. "Flat" roof structures are required on all buildings. Mobile homes are strictly prohibited. Buildings, portals and roofed porches shall be fully contained within the "building envelopes" for each lot depicted on the recorded Subdivision Plat. The exterior wall finish of all buildings shall be stucco. Parapet walls are required above the roof line of all buildings. Wood and metal siding are strictly prohibited. All construction work shall be prosecuted diligently, and each building, structure, or improvement which is commenced on any residential lot shall be entirely completed within six (6) months after commencement of construction.

**B. STUCCO:** Stucco colors shall be limited to #117 FAWN or \_\_\_\_\_ as manufactured by El Rey Stucco Manufacture to replace these numbers. Equivalent colors may be approved as a variance by the Architectural Committee.

**C. GARAGES:** All residences shall have at least a one (1) car garage; two (2) car garages will be allowed. Garage conversions may be permitted with Architectural Committee approval. In no case shall garage doors be eliminated from garage exteriors.

**D. WALLS and FENCES:** Front yard walls/fences and those walls/ fences exposed to side streets shall be constructed of either stucco, of coyote fence design and/or exposed cedar slat wood. Chain link, barb wire or similar type fences will not be allowed. Other wall/fence styles or combination may be considered by architectural committee. A site plan and elevation of proposed fences/walls shall be submitted for Architectural Committee approval. Each lot owner having a lot bordering on any subdivision perimeter boundary line or line where the City of Santa Fe has designated a fence, shall consent to having a perimeter fence/wall built on his or her lot at property line. Each lot owner also agrees to maintain all fences/walls on his or her lot in good condition and free of graffiti. Each lot owner shall be required to fully enclose the backyard(s) of all residences

**E. LANDSCAPING:** The pervious nature of the ground surface of all lots outside of the building envelope and driveway pads shall be preserved.

With the exception of a single sidewalk from the street to the house, impervious ground surfaces such as concrete are not permitted on lots outside of the building envelopes and driveway pads as designated on the subdivision plat. A landscape plan of the front yard and a landscaping estimate shall be required as part of construction plans and specifications as submitted to Architectural Committee. A minimum of FIVE HUNDRED DOLLARS (\$500.00) landscaping shall be installed in the front yard landscaping. Landscaping must be completed within ninety (90) days of completion of construction.

**F. UTILITY METER LOCATIONS:** Utility meters (gas, electric) will be located adjacent [within five feet (5ft)] of the building structure. Those utility items as located below ground shall be allowed next to street.

12. TOWERS AND ANTENNAE: No towers or radio or television antennae higher than six (6) feet above the highest roof line of the dwelling or attached garage shall be erected on any residential tract, and all such towers and antennae must be attached to the dwelling house.

13. TANKS: No elevated tanks of any kind shall be erected, placed, or permitted upon any residential lot. Any tank used in connection with any dwelling house or other structure on any residential lot, including tanks for storage of gas, fuel oil, gasoline, oil, or water shall be buried or if located above ground, the location and screening shall be as determined by the Architectural Committee.

14. EXTERIOR LIGHTING: All exterior light fixtures on improvements which shine beyond lot line or directly onto other dwellings located on another residential lots are prohibited.

15. PLUMBING FIXTURES AND SANITARY SYSTEMS: Any dwelling or other structure containing plumbing shall be constructed with water-conserving plumbing fixtures. No on-site sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed.

16. OBSTRUCTION OF EASEMENTS: The lots within VISTA DEL PRADO II & III are subject to utility and drainage easements as shown on the recorded plat. No obstruction shall be placed in or across said easements without providing for proper drainage of surface waters.

17. LOT SETBACKS: On all lots, no building including porches shall be so located that any part thereof shall be nearer than twenty (20) feet to the front or rear lot line and shall be fully contained within the building envelope prescribed on the subdivision plat. The term "lot line" as used in this restriction shall mean a line marking the boundary between the lands held in one ownership, without respect to lines of lots as shown any map or plat of said subdivision.

18. PARTY WALLS: Each building wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law



regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

**A. WALL REPAIR and MAINTENANCE:** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**B. WALL DESTRUCTION by FIRE or OTHER CASUALTY:** Should a party wall be destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of the Article an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

19. Removal of Obstructions: No permanent structures (excluding walls or fences) may be built on any utility or drainage easement shown on the recorded plat. Furthermore, it is expressly understood that such walls and/or fences may have to be removed at a later date, at the owner's expense, if needed, for drainage or utility purposes.

20. Construction period: A construction office or trailer with sheds and storage yard for construction materials may be permitted on any site only

until completion of residence or structure and in no case longer than six (6) months. Except as permitted above, mobile homes and trailers are strictly prohibited. Each property owner or his general contractor shall place and continuously maintain a trash dumpster on the respective properties during the entire construction period of the respective housing units. The trash dumpster shall be of an adequate size to fully contain all waste products and debris generated during the construction period.

21. Subdivision Damage: Each lot owner, Contractor, or Subcontractor shall be held accountable for damages caused to subdivision improvements. (ie. asphalt, curb/gutter, fencing, underground utility lines, other) It is the responsibility of each property owner to inform his general contractor, all subcontractors and tradesmen associated with construction on the respective lot of the required protection of subdivision improvements. The Developer, or the Subdivision Association Committee may bill lot owner for repair or replacement of those items as damaged by the property owner, or the property owner's contractor or subcontractor including those costs incurred in the enforcement and collection of damages. In addition the Developer, or the Subdivision Association Committee may lien such lot until all billings and fees have been paid.

22. TEMPORARY STRUCTURES: A sales and/or construction office with sheds and storage yard for construction materials may be permitted on any site only until completion of residence or structure and in no

case longer than six (6) months.

23. OPEN SPACE AND PARK: Within the area shown as open area and park space dedicated to the Subdivision Association, no structure of any kind, except fences and park improvements shall be erected or allowed to remain, nor shall any other use by any owners be allowed in said zone, and such area shall be left in its developed state and no trees or bushes shall be removed in such areas by the lot owners. The Subdivision Association shall be responsible for the maintenance and upkeep of all open space and park areas as located within the subdivision, areas deeded or dedicated to the City of Santa Fe shall be excluded from Subdivision Association responsibility.

~~24~~ DRAINAGE EASEMENTS: The Subdivision Association shall be responsible for the maintenance of all drainage improvements within dedicated drainage easements.

25. COMMON PARKING AREAS: Common parking areas have been created for use by residents of Vista Del Prado II & III. The Subdivision Association shall be responsible for the management and maintenance of the common parking areas. No inoperative or junk vehicles or equipment will be allowed within the common parking areas. Recreational vehicles may not be placed in common parking areas for more than 2 days.

26. MAINTENANCE OF LOTS: Owners of vacant lots and owners of housing units will be responsible for keeping their lots cleared of all weeds, trash and other detracting items. Owners of vacant lots shall be required to

cut and remove weeds and other debris at least twice a year during the summer months.

27. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## ARTICLE VII - MAINTENANCE ASSESSMENTS

### 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION

#### ASSESSMENTS:

The Developer, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for subdivision maintenance, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS: The assessments levied by the Subdivision Association Committee shall be used to maintain those areas designated as Subdivision Common Areas, common parking or those areas not maintained by the City of Santa Fe for the health, safety and welfare of the residents of the Subdivision.

3. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT:

Assessments shall commence on each Lot as it is served by paved public and private streets or upon the completion of available telephone service at the Lot line, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Subdivision Association Committee shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Subdivision Association Committee. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

*range*

ARTICLE VIII - AMENDMENTS, and ENFORCEMENT

1. AMENDMENTS and EXCEPTIONS: So long as the Developer owns one or more lots in the subdivision, the developer may unilaterally make

amendments and/or exceptions to the restrictions imposed with regard to lot sizes, building envelopes and/or location. Otherwise, amendments and/or exceptions, to these restrictions, covenants, and reservations shall be made upon the written approval of eighty percent (80%) of the lot owners in VISTA DEL PRADO II & III.

2. **ENFORCEMENT ACTIONS**: The SUBDIVISION ASSOCIATION COMMITTEE shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief, on behalf of itself and all or part of the other owners of land within VISTA DEL PRADO II & III. In addition, each owner of land within VISTA DEL PRADO II & III shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants.

3. **LIMITATIONS ON ACTIONS**: In the event any construction or alteration or landscaping work is commenced upon any of the lands in VISTA DEL PRADO II & III, in violation of these covenants, and no action is commenced within ninety (90) days after notice in writing of said construction, alteration or landscaping work is given to the lot owner by the President of the Subdivision Association Committee to restrain such violation, then damages shall still be available to any party aggrieved. Said 90-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE IX - COVENANT TERMINATION, SEVERABILITY

1. COVENANTS TERMINATE: All of the covenants in this instrument shall be a burden running with the lands in VISTA DEL PRADO II & III, and the benefits hereof shall inure to the owners of all of the lands in VISTA DEL PRADO II & III. The covenants contained in this instrument shall terminate thirty (30) years after the date of execution of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the record owners of the lands it is agreed to change said covenants in whole or in part.

2. SEVERABILITY: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

3. PARAGRAPH HEADINGS: The paragraph headings in this instrument are for convenience only and shall not be construed to be part of the covenants contained herein.

IN WITNESS WHEREOF, New Mexico Building Products, Inc. the owner in fee of  
all of the lands described and subdivided as VISTA DEL PRADO II & III, have  
executed this instrument this 26 day of JUNE, 1996

  
OWNER

\_\_\_\_\_  
OWNER

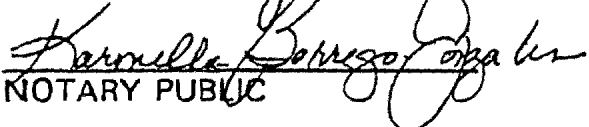
STATE OF NEW MEXICO )

: ss.

COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this

26 day of June, 1996.

  
NOTARY PUBLIC

My Commission Expires:

11/12/96