

12794

DECLARATION OF COVENANTS  
THE SANCTUARY SUBDIVISION

PHASE I

April 11, 2007

KNOW ALL BY THESE PRESENTS: That The Rogers Group, Inc., a New Mexico corporation, developer and owner of The Sanctuary, a subdivision in Dona Ana County, New Mexico, according to the map and plat thereof on file in Plat Records Book 22, Pages 182-184 of the County Clerk's office of Dona Ana County, New Mexico, in consideration of mutual interests of the owners of real estate in the subdivision, covenants and agrees with all future purchasers of lots or building sites in said subdivision that the following restrictions and obligations shall apply to all lots and building sites in said subdivision, and all conveyance of any lot therein shall likewise be subject to said restrictions and obligations as follows.

1. **PURPOSE.** The purpose of these covenants is to insure the use of the property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community and thereby to secure each site owner the full benefit and enjoyment of his property, with no greater restriction on free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners; and to allow only that use which is consistent with these covenants.
2. **TERM.** All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall be covenants running with the land and shall continue and remain in full force and effect at all times until February \_\_\_\_, 2026, and shall thereafter be automatically continued without further notice from that time for successive periods of ten (10) years each without limitation, unless there shall be recorded a written instrument executed by the then-record owners of seventy-five percent (75%) of the lots in the subdivision modifying or extinguishing this Declaration in whole or in part at the developers discretion.
3. **ENFORCEMENT.** All persons, firms, associations and corporations who now own, or may in the future own, property in the subdivision, are specifically given the right to enforce these covenants through any proceeding, at law or in equity, against any person or persons, firms and corporations violating or threatening to violate such covenants, and to recover any damages suffered by them from any violation thereof.

Invalidation of any provision of these covenants by judgment of court order shall not affect any of the other provisions, which at all times shall remain in full force and effect.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(C)

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804 / 948-955

4.11.07

## RESIDENTIAL LAND USE

1. Lots 1, 2, 3, 4, 5, 6, 7 & 8, Block E, shall have the fronts of the homes facing San Vicente Court. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11, Block D, shall have the fronts of the homes facing San Leonardo Court. No lots shall have permanent access from the rear of the lot. Ponding and drainage tracts and easements shall not be bridged for access.
2. GENERAL INSTRUCTIONS. The following restrictions as to use shall apply to all lots within The Sanctuary Phase I. All lots will be subject to the same restrictions as outlined in the City of Las Cruces Extra-Territorial Zone Subdivision Regulations ER-5. In addition to the restrictions covered by such zoning now in force and as amended from time to time, the following restrictions as to use shall also apply:
  - a. Only one single-family dwelling on each lot is permitted and only one-story homes are permitted with a maximum height of twenty-one feet (21'). No geodesic dome, cubical or A-frame structures will be permitted as residences or for any other purpose. No off-site built homes (mobile, manufactured or modular) are permitted, whether or not they are permanently attached to the land, and whether or not improvements are added to such off-site built homes. Lots may be used for residential construction only.
  - b. No residence shall be erected, altered, placed or permitted to remain on any lot with fully enclosed living area of less than 1,800 square feet, exclusive of garages and open porches. Each dwelling shall have a minimum of one two-car garage, of at least 400 square feet.
  - c. No grading, land filling, excavating or other alteration will be done except pursuant to a plan or revision approved by the County of Dona Ana and/or the E.T.Z. Commission.
  - d. No towers or radio or television antennae shall be erected on any residential lot. No satellite dishes larger than 18" in diameter shall be allowed. It is recommended that all such satellite dishes be painted to match the dwelling structure or concealed from view as best as possible. All towers and antennae require Architectural Review Committee approval.
  - e. All lots are required to have back and side walls (known as party walls). All party walls must be at least Five feet (5') above grade in height and not greater than six feet (6') above grade from the point at which the return wall connects into the party wall and continuing to the back of the

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lot. Party wall construction from the return wall forward to the sidewalk shall be reduced in height to a minimum of 18 inches (18") and a maximum of 24" from either the return wall or the length of the front setback. All party walls must be constructed of "Yellow El Paso rock", or such other rock approved by the Architectural Review Committee. These side walls shall be paid for pro-rata by the respective lot owner(s). Any damage to the walls caused by the act of one of the adjoining owners, his tenants, licensees, guests or family, shall be repaired or rebuilt by such adjoining owners at their joint and pro-rata expense to as good condition as formerly existed. Any other damage by some cause including ordinary wear and tear and deterioration due to lapse of time shall be repaired or rebuilt by the adjoining owners at their joint and pro-rata expense.

- f. In no case shall broken glass or any other sharp object be embedded in the rock walls referred to herein.
- g. With respect to each Lot, construction of the walls required for said Lot shall be completed no later than the date on which a certificate of occupancy is issued for the single-family dwelling constructed on such Lot.
- h. Except as otherwise expressly set forth herein, the Owner of a Lot (except Grantor) is responsible for constructing all walls required by this Declaration with respect to such Lot, and maintaining them in good and attractive condition and repair. An Owner who constructs a wall on a lot line shall construct said wall in one phase so that it simultaneously fulfills the height and other wall provisions of this Declaration with respect to the Lots on both sides of the line. Except as otherwise set forth in this Declaration, the costs of design, construction (including clean up), maintenance and repair of a wall on a lot line shall be shared equally by the Owners of the Lots on either side of the line. In the first instance, Owners of adjoining Lots should cooperate with one another in the design, construction, maintenance and repair of the walls affecting their respective Lots, and in the sharing of the costs of same. In the absence of such cooperation or agreement otherwise, the following provisions shall apply:
  - 1. The owner of a Lot who undertakes the responsibility of designing, construction, maintaining or repairing a wall on a portion of the Lot of such Owner (the "responsible Owner"), which also satisfies the requirements of the Declaration with respect to the design, construction (including clean up), maintenance or repair of walls with respect to that Lot shall have the right to recover from the Owner of the Benefited Lot an amount equal to one-half of the cost of the design, construction (including clean up), maintenance or repair ("The Work"), plus interest on such amount at the rate of 10% per annum

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from the date the Responsible Owner presents a written demand for paying to the Owner of the Benefited Lot. In the event the Responsible Owner is reasonably required to employ an attorney to collect payment, the Responsible Owner shall also be entitled to recover costs and attorney fees. The Responsible Owner shall also have a lien or liens against the Benefited Lot for the cost of the Work. The lien(s) shall arise at the time the Responsible Owner pays the contractor(s) who performed the Work (thus, separate liens may arise for, e.g., design and construction).

- i. Landscaping is of particular importance to the overall character of The Sanctuary. Front yards and side yards on corner lots must be completely landscaped at the time of completion or prior to occupancy, whichever comes first. See The Sanctuary Design Guidelines for further details.
  - j. Gate materials may be of iron or wood. No chain link fences will be allowed except temporarily during construction. Tin or other sheet metal, chain link, wire or barbed wire fences are specifically prohibited, except chain link fences may be constructed for dog runs or other purposes to the area of the front return wall of the main building when located within and enclosed by a permitted exterior fence. The fence for such runs shall be a minimum of one foot (1') lower in height than the exterior fence.
  - k. No elevated tanks of any kind shall be erected, placed or permitted. Any tanks for use in connection with any residence constructed on said property must be buried or walled-in sufficiently to conceal them from the view from neighboring lots or streets. Vehicles under extensive repair, storage piles and construction materials shall be stored only in the garage, or within walls, which conceal them from the view from neighboring lots or streets. Tanks for the storage of gas, oil or gasoline are not allowed.
3. NUISANCES. No manufacturing or commercial enterprise of any kind shall be maintained on, in front of, or in connection with lots in the subdivision; except home occupations may be permitted in accordance with the codes of the County of Dona Ana. Such restrictions shall not prevent, however, what are commonly known as "garage sales" or backyard parties conducted by residents or their children living in the subdivision, provided such are only occasional.
- a. 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. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers, screened from view from all streets and other lots within the subdivision. Refuse placed on the curb or sidewalk for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time. Exterior clotheslines

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shall not be permitted within The Sanctuary. Neither shall long-term parking of R.V. or motor homes, old or disabled vehicles, boats, trailers or campers be allowed, except as allowed in paragraph F, such that a nuisance is created. No lot shall be used or maintained as a dumping ground for rubbish.

- b. No oil drilling, oil development operations, oil refining, quarrying or mining, or thermal operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on, under, or upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- c. No commercial kennel for pets is permitted. No animals, livestock (including horses, donkeys, mules, poultry, sheep or swine) of any kind shall be raised, bred or kept on any lot. Pets are permitted but each owner shall be responsible for the cleaning and removal of excrement.
- d. **COMMENCEMENT OF CONSTRUCTION.** Construction of a dwelling house on a lot must commence within twenty-four (24) months of the closing of the purchase of the lot from the developer. Extensions of the twenty-four month period may be given at the sole discretion of the Architectural Review Committee, herein referred to as the ARC, although it is recommended that any request for such extension be made prior to the closing of the purchase of the lot. If construction of a dwelling house has not commenced within twenty-four months of the purchase of the lot, and if the ARC has not granted an extension to the twenty-four month period, the declarant, at its sole discretion, may repurchase the lot at the original price less closing costs for up to ninety days after expiration of the twenty-four month period. During the time after closing and before occupancy of the dwelling, it is the responsibility of the owner to maintain the lot free and clear of debris and weeds.
- e. The construction of all buildings shall be undertaken with diligence continuously from the time of commencement until fully completed and no building shall be occupied for dwelling purposes until construction has been completed. Once construction commences, whether of the new structure or any subsequent additions, alterations or modifications, such construction will be completed within twelve (12) months.
- f. **COMMERCIAL VEHICLES, CAMPERS OR TRAILERS.** No campers, recreational vehicles, boats, trailers, commercial-type vehicles or trucks shall be stored or parked on any lot except in a closed garage or fully screened from view, nor parked on any street, road or easement. Recreational vehicles such as trailers or motor homes may be parked on a

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lot for loading, unloading and cleaning for a maximum of seven (7) days at any one time. For the purposes of this restriction, a truck having a one-ton manufacturers rated capacity or less commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or truck.

Additionally, when a structure or accessory building is erected to conceal from view any of the above mentioned campers, recreational vehicles, boats, trailers or commercial-type vehicles, permitted accessory buildings shall conform in material and design to the main residence.

#### 4. ARCHITECTURAL REVIEW COMMITTEE

- a. The Architectural Review Committee (ARC) shall initially be composed of three persons to be chosen by the developer. In the event of the death or resignation of any member of the committee, the above-mentioned developer shall have full authority to designate a successor or successors. The ARC may take action upon the approval of any two of the three members. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. The ARC shall consist of the above members until such time as the developer states in writing to all individual owners of lots in The Sanctuary that control shall pass to three persons elected by a majority of those lot owners present at a meeting called by the developer. At this meeting, a majority of the lot owners present shall determine the means of continuation and succession of members of the ARC.
  - b. No improvements of any kind, including but not limited to dwelling units, sheds, 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 The Sanctuary unless the complete plans (or working drawings) have been approved by the ARC.
  - c. In addition to other powers and authority vested in the ARC, it shall also: rule upon any questions arising with respect to interpretations of the protective covenants, grant variations from these covenants in its discretion, and, if necessary, enforce the same on behalf of all parties having an interest. Such shall not preclude any other person authorized by law from either enforcing or enjoining the enforcement of these restrictive covenants.
5. PLAN REVIEW PROCEDURE. Owners shall submit complete plans and specifications to the ARC. All submissions, approval or disapproval as required in these covenants shall be in writing, dated and receipted for. In the event the ARC fails to take any action within 10 business days, the plans submitted will be deemed approved. Plans should be dropped off at The Rogers Group, Inc., 225 E.

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Idaho #15, Las Cruces, NM 88005, (505) 524-2920, or such other place that the ARC may from time to time direct.

Design guidelines for The Sanctuary have been published under separate cover and are hereby adopted. It is intended that the guidelines shall be followed by all builders, developers, property owners and residents of the subdivision, and that the ARC follow the guidelines in their review and permitting process.

6. **RESTORATION OR REPAIR OF DAMAGE TO OTHER PROPERTY.**  
Damage and scarring of public right-of-way, open space or other lots, including, but not limited to, roads, driveways, concrete curbs, gutters, utilities, vegetation and or other improvements, resulting from construction operations, will not be permitted.
  - a. If any such damage occurs, it must be repaired by the owner promptly and any expenses are those of the owner. Owners are responsible for damage caused by their builders.
  - b. In the event of a dispute between/with owners with respect to sharing of the costs thereof, the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two chosen arbitrators. A determination of the matter signed by any two of the three arbitrators shall be binding upon the parties, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said party shall have the right and power to choose three arbitrators.
7. **NON-LIABILITY.** Neither the developer nor the ARC shall incur liability to anyone submitting plans for approval or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve. Acquiring title to any of the property covered hereby waives all claims for any such damages.
8. Any well tracts are excluded from the Covenants.
9. The landscaping/sewer lift station tract (Tract C) will be owned and operated by the City of Las Cruces and is excluded from the Covenants.

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**THE SANCTUARY SUBDIVISION  
PHASE I**

(A MAJOR ETZ SUBDIVISION)

*APRIL* , 2007

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PAGE 3-11	DISCLOSURE

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PLEASE READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE TO ANYTHING

## DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE YOU WITH ENOUGH INFORMATION TO PERMIT YOU TO MAKE AN INFORMED DECISION ON THE PURCHASE OR LEASE OF PROPERTY DESCRIBED IN THIS STATEMENT. YOU SHOULD READ CAREFULLY ALL OF THE INFORMATION CONTAINED IN THIS STATEMENT BEFORE YOU DECIDE TO BUY OR LEASE THE DESCRIBED PROPERTY.

YOU SHOULD BE AWARE OF THE FACT THAT VARIOUS STATE AGENCIES HAVE ISSUED OPINIONS ON BOTH THE SUBDIVISION PROPOSAL AND WHAT IS SAID IN THIS DISCLOSURE STATEMENT ABOUT THE PROPOSAL. THESE OPINIONS, WHETHER FAVORABLE OR UNFAVORABLE, ARE CONTAINED IN THIS DISCLOSURE STATEMENT AND SHOULD ALSO BE READ CAREFULLY.

THE ETZ COMMISSION HAS EXAMINED THIS DISCLOSURE STATEMENT TO DETERMINE WHETHER THE SUBDIVIDER CAN SATISFY WHAT HE/SHE HAS SAID IN THIS DISCLOSURE STATEMENT. HOWEVER, THE ETZ COMMISSION DOES NOT VOUCH FOR THE ACCURACY OF WHAT IS SAID IN THIS DISCLOSURE STATEMENT. FURTHER, THIS DISCLOSURE STATEMENT IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE SUBDIVISION BY EITHER THE ETZ OR THE STATE. IT IS INFORMATIVE ONLY.

FINALLY, THE ETZ COMMISSION RECOMMENDS THAT YOU SEE THE PROPERTY BEFORE BUYING OR LEASING IT. HOWEVER, IF YOU DO NOT SEE THE PROPERTY PRIOR TO PURCHASING OR LEASING IT, YOU HAVE SIX MONTHS FROM THE TIME OF PURCHASE OR LEASE TO INSPECT THE PROPERTY. UPON INSPECTING THE PROPERTY, YOU HAVE THREE DAYS FROM THE DATE OF INSPECTION TO RESCIND THE TRANSACTION AND RECEIVE ALL OF YOUR MONEY BACK, LESS CLOSING COSTS, FROM THE SUBDIVIDER. YOU MUST GIVE THE SUBDIVIDER NOTICE IN WRITING OF YOUR INTENT TO RESCIND WITHIN THREE DAYS OF YOUR INSPECTION OF THE PROPERTY.

**1. NAME OF SUBDIVISION**

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**2. NAME AND ADDRESS OF SUBDIVIDER**

THE ROGERS GROUP, INC.  
225 E. IDAHO, SUITE 15  
LAS CRUCES, NM 88005

**3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES OR LEASING  
IN NEW MEXICO.**

THE ROGERS GROUP, INC.  
225 E. IDAHO, SUITE 15  
LAS CRUCES, NM 88005

**4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED**

<b>Present</b>	<b>Anticipated</b>
Vacant Land	98 – Residential Lots
45.24 Acres (of a 78.314 acre tract)	1 - Well & Well Facilities Tract
	2 – Additional Right-of-Way Tracts
	1 – Landscaped Lift Station Tract
	2 – Landscaped Drainage Tracts
	45.24 Acres

**5. SIZE OF LARGEST PARCEL OFFERED FOR SALE OR LEASE WITH  
THE SUBDIVISION**

0.508 Acre (22,128 square feet) Lot

**6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE OR LEASE WITH  
THE SUBDIVISION**

0.333 Acre (14,520 square feet) Lot

**7. PROPOSED RANGE OF PRICES FOR SALES**

\$65,000	.333 Acre Lot
\$75,000	.508 Acre Lot

**8. FINANCING TERMS**

Cash Only  
Closing costs shared equally between buyer and seller.

**9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE**

THE ROGERS GROUP, INC.  
225 E. IDAHO, SUITE 15  
LAS CRUCES, NM 88005

**10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE**

THE ROGERS GROUP, INC.  
225 E. IDAHO, SUITE 15  
LAS CRUCES, NM 88005

**NOTE: ANY PERSON WHO IS NOT ACTING ON HIS/HER OWN BEHALF BUT ACTING AS AN AGENT FOR ANOTHER PERSON SHALL IDENTIFY THE NAME AND ADDRESS OF ITS PRINCIPAL(S)**

**11. CONDITION OF TITLE**

Title is in fee simple to The Rogers Group, Inc. State National Bank, 3800 E. Lohman, Las Cruces, NM, 88011, holds first mortgage.

**12. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING ITS USE OR OCCUPANCY**

All lots in the subdivision are subject to ER-5C zoning. Only single-family homes built on-site are allowed. Dona Ana County will not be responsible for the maintenance of the drainage and landscaped tracts and easements or the maintenance of the medians on streets. Dona Ana County will not be responsible for maintenance of any light fixtures within the Subdivision. The Sanctuary Homeowners Association will be responsible for such maintenance.

**13. ESCROW AGENT**

NONE

**14. UTILITIES**

Type of Utility	Provider	Estimated Cost to Purchasers	Due
Water	Jornada Water Company	\$50 - \$100	Monthly
Telephone	Qwest	\$40 - \$80	Monthly
Electric	El Paso Electric	\$80 - \$200	Monthly
Natural Gas	Rio Grande Natural Gas	\$60 - \$125	Monthly
Liquid Waste Disposal	City of Las Cruces	\$30 - \$50	Monthly
Solid Waste Disposal	Southwest Disposal Corp.	\$62, \$96 for container	Quarterly

**15. INSTALLATION OF UTILITIES**

Type of Utility	Installed By	Paid For By	Available On
Water	Jornada Water Company	Buyer	Completion of Improvements
Telephone	Qwest	Buyer	Completion of Improvements
Electric	El Paso Electric	Buyer	Completion of Improvements
Natural Gas	Rio Grande Natural Gas	Buyer	Completion of Improvements
Liquid Waste Disposal	City of Las Cruces	Buyer	Completion of Improvements
Solid Waste Disposal	Southwest Disposal Corp.	Buyer	Completion of Improvements

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**16. UTILITY LOCATION**

The developer is providing utility services to each lot (Not including Solid Waste Disposal).

	Above Ground	Underground
Electricity	_____	_____ <b>X</b>
Natural Gas		<b>X</b>
Water		<b>X</b>
Telephone		<b>X</b>
Liquid Waste Disposal		<b>X</b>
Solid Waste Disposal	<b>X</b>	N/A

**17. WATER AVAILABILITY**

Jornada Water Company will provide the daily quantity of water desired by each lot owner for indoor and outdoor domestic use. Water is available to each lot at completion of improvements.

**18. WATER DELIVERY**

Jornada Water Company will deliver water via six, eight and ten inch water mains that will serve this area. The sources of the water are various wells in the area.

The Developer, The Rogers Group, Inc., is required to pay a Utility Impact Fee of fourteen hundred dollars (\$1,400.00) per lot to Jornada Water Co., Inc., when the final plat of the subdivision is filed. The Rogers Group, Inc., will charge this water impact fee to the Buyer and it will be collected at the closing of the lot, in addition to the purchase price of the lot.

**19. WATER SYSTEM EXTENSION**

N/A

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**20. LIFE EXPECTANCY OF THE WATER SUPPLY**

Jornada Water Company 50 Plus Years

**21. WELLS (IF APPLICABLE)**

Lot owners shall not drill new wells or divert water from existing wells. Jornada Water Company may drill supplemental or replacement wells in compliance with the New Mexico State Engineer, using Jornada Water Company's existing water rights.

**22. SURFACE WATER (IF APPLICABLE)**

Not available to this subdivision.

**23. STATE ENGINEER'S OPINION ON WATER**

N/A

**24. WATER QUALITY**

Water is presently suitable for residential use and meets all New Mexico Environment Department quality parameters. The water quality is good for human consumption; there has been no evidence of contamination. There are no qualities that would make the water unsuitable, and there are no quality parameters that have been exceeded.

**25. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON WATER QUALITY**

Jornada Water Co. water quality reports are on file with the Environment Department.

**26. LIQUID WASTE DISPOSAL**

The developer, The Rogers Group, Inc., has an agreement with the City of Las Cruces for The Rogers Group, Inc. to install a sewer lift station in The Sanctuary Subdivision and build a force-feed sewer line from the lift station to a City of Las Cruces sewer collector. The Rogers Group will also install sewer lines throughout the subdivision and install sewer stub-outs to each lot.



The Rogers Group, Inc. is required to pay a Sewer Impact Fee of \$1665 per lot to the City of Las Cruces when the final plat of the subdivision is filed. The Rogers Group, Inc. will charge this Sewer Impact Fee to the buyer(s) and collect the fee at the closing of the lot, in addition to the purchase price of the lot.

The buyer(s) will be responsible for any installation fee to the City of Las Cruces for connecting the sewer stub-out to the home.

**NOTE: NO OTHER LIQUID WASTE DISPOSAL SYSTEM MAY BE USED IN THIS SUBDIVISION OTHER THAN A SYSTEM APPROVED BY THE BOARD OF COUNTY COMMISSIONERS. PRIOR TO OCCUPANCY, ALL LOTS MUST HAVE EVIDENCE OF A FUNCTIONING LIQUID WASTE DISPOSAL SYSTEM INSTALLED BY A LICENSED CONTRACTOR OR PLUMBER IN ACCORDANCE WITH PERMITS ISSUED BY THE NEW MEXICO ENVIRONMENT DEPARTMENT, INSPECTED BY THE CONSTRUCTION INDUSTRIES DIVISION, AND VERIFIED BY THE OFFICE OF BUILDING INSPECTION.**

**27. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON LIQUID WASTE DISPOSAL**

N/A

**28. SOLID WASTE DISPOSAL**

Each lot owner will be responsible for contracting with a licensed commercial disposal service, or for the storage and disposal of his own solid waste in compliance with N.M.E.D regulations.

**29. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON SOLID WASTE DISPOSAL**

N/A

**30. TERRAIN MANAGEMENT**

This subdivision consists of flat agricultural farmed land. The entire site lies within Flood Zone "X"; areas determined to be outside 500-year floodplain, per FIRM(Flood Insurance Rate Map) panel no. 35013C0633.E, effective September 27, 1991. Existing slopes across entire site do not exceed a slope of 1% in any area other than the embankment along an area benched for irrigation purposes. There are no exterior contributory watershed areas allowing runoff to enter the site. The subdivision site consists of Armijo Clay(AX) and Harky Clay loam(HK). It is

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recommended that any house pads be constructed with a minimum finished pad elevation of 12 inches (including the concrete foundation for the home) above the highest adjacent grade as shown on the development grading and construction drawings.

Upon developing the site, construction of dwelling units and associated structures as well as driveways and landscaping will change some previously pervious areas to impervious areas, thereby increasing the runoff potential. The lots, individually, shall be allowed to runoff all storm water within their boundaries to the interior roadways where the runoff will be conveyed to permanent drainage and landscape areas adjacent to the roads. These drainage areas are to contain all of the water run-off within the development resulting from the 100-year storm.

All buildings, driveways and parking pads within each lot shall be constructed in accordance with the subdivision grading and drainage plan. The subdivision drainage areas are to be located within easements on the lots and within tracts to be set aside for drainage and landscaping purposes and will be maintained in perpetuity by a homeowner's association, who will collect dues and/or assessments from each lot owner for such maintenance.

**31. NATURAL RESOURCES CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT**

N/A

**32. SUBDIVISION ACCESS**

From the intersection of N.M. State Highway 478 and Union Avenue on the south side of Las Cruces, proceed west on Union Ave approximately 1.5 miles to N.M. State Highway 28. Turn south on Highway 28 and proceed approximately 1.25 miles to the entry of The Sanctuary Subdivision on the east side of Highway 28.

**33. STATE HIGHWAY AND TRANSPORTATION DEPARTMENT'S OPINION ON ACCESS**

Access approved by the New Mexico Department of Transportation and the Dona Ana County Road Department.

**34. DEVELOPMENT**

The developer intends to develop the existing site in two different phases. The first phase, to begin upon the City of Las Cruces ETZ approval of construction

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drawings, will have .333 acre to .508 acre lots. The first proposed phase will have 98 lots on 45.24 acres. All roads and improvements within the shown phase 1 boundary will be built and provide access to the development and the lots to be developed in phase 1.

Sidewalks, ADA wheelchair ramps and curb returns along Sanctuary Ave. and San Pascual St. will be built at the time of roadway construction and paid for by the Developer. All other sidewalks and ADA wheelchair ramps will be built at time of home construction and paid for by the Homebuilder.

### **35. MAINTENANCE**

Dona Ana County will maintain all streets within the subdivision only after successful completion of warranty period and acceptance of maintenance by Board of County Commissioners. Developer shall be responsible for such maintenance until acceptance by the County. Maintenance of drainage and landscaped easements and tracts within the subdivision will be the responsibility of The Sanctuary Homeowner's Association.

### **36. ADVERSE CONDITIONS**

**A geo-technical investigation of The Sanctuary Subdivision was conducted by Precision Engineering, Inc., William H. Kingsley, P.E. Within the report, dated December 19, 2005, is the following statement:**

#### **General Note on Soils:**

**Throughout this proposed subdivision, high-plasticity, expansive clays are found. Although it is outside the scope of the work performed by Precision Engineering, it is strongly recommended that geo-technical investigations be performed for structures at this time. Failure to consider the soil conditions during foundation and structure design could cause poor foundation performance.**

### **37. RECREATIONAL FACILITIES**

There are no, nor are there any planned, recreational facilities in this subdivision.

### **38. FIRE PROTECTION**

The South Valley Volunteer Fire Department is located at the corner of N.M. State Highway 28 and Carver Road immediately adjacent to The Sanctuary Subdivision.

**39. POLICE PROTECTION**

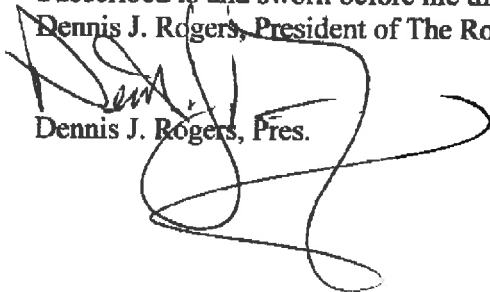
Dona Ana County Sheriff's Department has jurisdiction to respond to emergency calls. The New Mexico State Police Department main office is located on East University Avenue, east of Interstate 25. The State Police check in at the sheriff's sub-station frequently as needed.

**40. PUBLIC SCHOOLS**

Tombaugh Elementary School:	0.3 Miles
Zia Middle School:	2.3 Miles
Las Cruces High School:	3.3 Miles

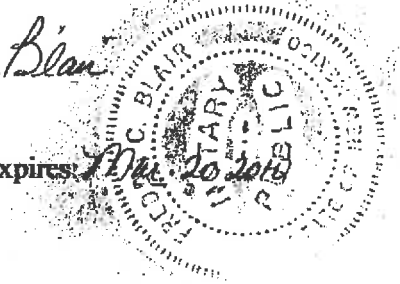
STATE OF NEW MEXICO )  
 ) ss.  
 County of Dona Ana )


Subscribed to and sworn before me this 11<sup>th</sup> day of April, 2007, by  
Dennis J. Rogers, President of The Rogers Group, Inc.

  
 Dennis J. Rogers, Pres.

  
 Freda C. Bean  
 Notary Public

My Commission Expires: May 20 2010



State of New Mexico  
 County of Dona Ana, ss  
 RECEIPTION NO. 12793  
 I hereby certify that this  
 instrument was filed for  
 recording and duly recorded on  
APR 11 2007  
 at 11:37 o'clock AM  
804 P. O. 930-947  
 of the County of Dona Ana,  
 Rita Torres, County Clerk  
 BY: 



947

**BYLAWS OF  
THE SANCTUARY HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I: NAMES, SEAL AND OFFICES**

Section 1. **NAME.** The name of this Corporation is The Sanctuary Homeowners Association, Inc., hereinafter referred to as the Corporation or the Association.

Section 2. **SEAL.** The Board of Directors may adopt and change the form of the corporate seal or the inscription thereon at its pleasure.

Section 3. **OFFICES.** The principal office of the Corporation shall be at 225 E. Idaho Suite 15, Las Cruces, New Mexico, 88005, or at such other place as the Board of Directors may from time to time direct. The principal office may be at the residence of an officer of the Corporation. The Corporation may also maintain offices at such other places as the Board of Directors may determine. Once the Association is able to obtain an address within the Subdivision, the Directors shall change the principal office to the address in the Subdivision, and provide notice to the New Mexico Public Regulation Commission of such change.

Section 4. **LIABILITY.** No member of the Board, no officer, and no member of the Architectural Review Committee shall be personally liable to any Member or other person or entity, including Incorporator, for any error or omission of the Association, its representatives and employees, or the Architectural Review Committee; provided, however, that such member of the Board or officer has, with the actual knowledge possessed by him or her, acted in good faith.

Section 5. **DEFINITIONS AND INTERPRETATION.** Unless otherwise defined herein, terms used herein shall have the same meaning as in the Declaration of Covenants recorded in the office of the Dona Ana County Clerk at Book 804, pages 948-955, hereinafter "the Covenants". These By-laws shall be interpreted and applied consistent with the Covenants, pursuant to which the Association was incorporated.

Section 6. **PURPOSE.** The primary purpose of the Association is to collect and disburse membership dues for the payment of:

- a. The maintenance of the drainage and landscape easements and tracts.
- b. The maintenance of the medians on Sanctuary Ave and San Pascual St, including the streetlights on the medians.
- c. Maintenance of underground irrigation pipeline within the 10' underground easement as shown on the Final Plat of The Sanctuary Subdivision.
- d. Maintenance of 10' drainage easements on Lots 16, Block A, Lot 5, Block C and

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Lot 3, Block D.

e. Water and electric bills resulting from the above.

The dues shall be set initially at \$120.00 per year per lot, subject to change by the board as set forth herein below.

## ARTICLE II: MEMBERS AND MEETINGS OF MEMBERS

Section 1. MEMBERSHIP. The Corporation shall have one class of members. The Owner or Owners of each Lot in The Sanctuary Subdivision, in Dona Ana County, New Mexico, by virtue of being an Owner, and for so long as that person or entity is an Owner, shall be a Member of the Association. Any person or entity holding an interest in a Lot as security for the payment of debt or performance of an obligation shall not be a Member. At any meeting, ten percent (10%) of the Association's members, represented in person or by proxy, shall constitute a quorum at an Association meeting.

There shall be equal, mandatory membership dues for each lot owner. Dues will be fixed, determined and collected by the Board of Directors; the Board will adjust, increase or decrease the dues in accordance with Association expenses. In addition, the Board of Directors is authorized to levy and collect special assessments to address emergency expenditures; all such special assessments will be in statement form and will set forth in detail the various expenses for which the special assessments are being made. Failure to pay dues or special assessments will entitle the Corporation to impose a lien on the member's lot.

No certificates of stock will be issued by the Corporation, but the Board of Directors may, if it so elects, issue membership cards or certificates to members. Such membership cards or certificates will be surrendered to the Secretary of the Corporation whenever ownership of the lot designated on the card or certificate is terminated.

Section 2. ANNUAL MEETING. There shall be an annual meeting of the Members, to be set by the Board of Directors. The Board of Directors shall give an annual report to the Members concerning the affairs of the Corporation. Notice of the time and place of the annual meeting shall be mailed to all Members at least fourteen (14) days prior to the meeting and may be included in any newsletter or circular sent to the Members. Delivery of the notice shall be complete upon mailing the notice to the Member's address last known to the Corporation with proper postage affixed. It is the Member's obligation to keep the Corporation advised of the Member's current mailing address.

Section 3. SPECIAL MEETINGS. The Board of Directors may call such special meetings of the Members as the Board of Directors deems appropriate but not less than ten (10) days

written notice if there is to be a vote of the Members at the meeting, in which case the general subject matter of the vote must also be stated in the notice.

Section 4. VOTING. The Members shall be entitled to vote on the election of Directors of the Corporation, and on any other matters referred to a vote of the members by the Board of Directors consistent with these By-laws.

Section 5. EXEMPTIONS. The well tract and sewer lift station tract as shown on the plat of The Sanctuary Subdivision will NOT be subject to these by-laws or the Declaration of Covenants, the Design Guidelines or the Party Wall and Landscape Agreement.

Upon Incorporator giving notice to the Association of the Members' right to do so consistent with the Covenants, the Members shall elect an Architectural Review Committee to carry out the responsibilities of that Committee as set forth in the Covenants.

The Owner or Owners of each Lot in The Sanctuary Subdivision shall be entitled to one (1) vote regardless of the number of Members owning an interest in the Lot. When more than one person holds an interest in any Lot, the one (1) vote for the Lot shall be exercised as the multiple Owners determine. If the Owners cannot agree, no vote for that Lot may be exercised.

The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of the beneficial interest of the fee of any Lot to a new Owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto. Voting by any Member may be by written proxy.

### ARTICLE III: BOARD OF DIRECTORS

Section 1. APPOINTMENT AND ELECTION. The initial Board of Directors was appointed by the Incorporator. Consistent with the Covenants, each Member has pledged to vote to elect Incorporator's choice for members of the Board until the Incorporator provides notice to the Association that Incorporator no longer owns any Lot in the Subdivision, or otherwise releases this pledge. Incorporator may release this pledge in part, as to one or more directors, or in full, at Incorporator's discretion, so long as Incorporator retains ownership of at least one Lot, after which Incorporator shall release this pledge in full. After the Incorporator provides the Association with such notice, the Association shall hold a meeting of the Members, at which time one or more directors (consistent with Incorporator's release) shall be elected consistent with these By-laws.

Section 2. ANNUAL MEETING. The annual meeting of the Board shall be held immediately following the annual meeting of the Members, or as otherwise set for the convenience of the members of the Board.

Section 3. CONTRACTS AND SERVICES. The directors and officers of the Corporation may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Corporation, and may freely make contracts, enter transactions, or otherwise act for and on behalf of the Corporation, notwithstanding that they may also be acting as individuals, or as trustees of trusts, or as agents for other persons or corporations, or may be interested in the same matters as directors or otherwise; provided, however, that when any contract, transaction or act on behalf of the Corporation is a matter in which the directors or officers are personally interested the transaction otherwise shall be at arms length with full disclosure of such interests to the Board of Directors, and does not violate the prescriptions in the certificate of incorporation against the Corporation's use or application of its funds for private benefit.

Section 4. COMPENSATION. Directors and officers shall not receive any stated salary for their services.

Section 5. PROXY. Any member of the Board of Directors may for any purpose give his or her proxy to another member of the Board in accordance with this provision. A proxy may provide for a specific vote or votes on any matter or matters or it may give discretion in voting to the holder of the proxy or any combination of these. All proxies shall be in writing signed by the director, with his or her signature being notarized, and shall name the holder of the proxy and shall designate the date of the meeting for which it applies. A separate proxy shall be required for each meeting, but a proxy shall remain effective at any subsequent meeting, which resulted from the adjournment of a previous meeting. Unless otherwise explicitly stated in the proxy, a proxy, even one given for a single purpose, shall be counted in ascertaining whether or not a quorum is present. All proxies shall be presented to the secretary at the commencement of the meeting. The secretary must reject any proxy that is not signed, or which is not notarized or which does not indicate the date of the meeting to which it pertains, or which does not name the holder of the proxy and may reject any proxy that does not otherwise conform to the requirements of these By-laws. The holder of a proxy may not give a further proxy unless the original proxy grants that right.

#### ARTICLE IV: OFFICERS

Section 1. NUMBER, QUALIFICATIONS, ELECTION AND TERM OF OFFICE. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, a Treasurer and such other officers with such powers and duties not inconsistent with these By-laws as may



be appointed and determined by the Board of Directors. The same person may not hold the offices of president and vice-president or the offices of president and secretary; otherwise the same person may hold any two or more offices. The term of office shall be two years for all officers of the corporation.

**Section 2. VACANCIES.** A vacancy in any office not otherwise provided for shall be filled for the remaining portion of the term by the majority vote of the directors present when there is a quorum at any regular or special meeting.

**Section 3. PRESIDENT.** The President shall be the chief executive officer of the Corporation, shall have general charge of the business, affairs and property of the Corporation in its general operations, and shall do and perform such other duties as may be assigned to him or her by the Board, and shall be an ex-officio member of all committees.

**Section 4. VICE-PRESIDENT.** During the absence or disability of the President, the Vice President shall exercise all the functions of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If the office of the President should become vacant, the Vice-President shall assume such office for the remaining term. The Vice-President shall have such powers and discharge such duties as may be assigned to him from time to time by the Board.

**Section 5. SECRETARY.** The Secretary shall:

- a. Cause all notice to be duly given in accordance with the provisions of the Articles and the By-laws.
- b. Keep, or cause to be kept, the minutes of all regular and special meetings of the Board and the membership.
- c. Perform all duties incident to the office of the Secretary, including attesting the signature of the President, although another officer may also make that attestation.

**Section 6. TREASURER.** The Treasurer shall:

- a. Have charge of and supervision over and be responsible for the funds, securities, receipts and disbursements of the Corporation.
- b. Keep, or cause to be kept, all the books of account of all the business and transactions of the Corporation.
- c. Render to the President or the Board, whenever requested, a statement of the financial condition of the Corporation and of all his or her transactions as Treasurer.
- d. Render a full financial report, based on the books and accounts prepared annually by a certified or other public accountant, at the annual meeting of the

Board.

- e. Perform all duties incident to the office of the Treasurer. The Board of Directors shall retain the services of a Certified Public Accountant to work with the Treasurer in keeping the books and records of the Association throughout the year.

**Section 7. REMOVAL OF OFFICERS.** Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Board of Directors who are present when there is a quorum, at any regular meeting, or at a special meeting called for that purpose. Any such officer proposed to be removed shall be entitled to at least ten (10) days written notice by mail of the proposed removal and of the meeting time and place at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting. Delivery of the notice shall be complete upon mailing the notice to the officer's address last known to the Corporation with proper postage affixed, or by hand-delivery by a member of the Board or another officer.

**Section 8. CHECKS AND BOND.** The President, Vice-President, Treasurer, or any other officer designated by the Board, shall be authorized to sign checks and drafts of the Corporation and they shall not be required to give bond for the faithful discharge of their duties unless otherwise specifically required by a resolution of the Board of Directors in which case the expense of such bonding shall be paid by the Corporation.

#### **ARTICLE V: COMMITTEES**

The Board of Directors may, from time to time, establish and abolish such special committees as a majority of the directors present (when there is a quorum) deems appropriate. Members of committees need not be members of the Board of Directors or members of the Corporation; however, at least one member of the board shall be a member, and may be the chair of each committee, whether standing or other.

#### **ARTICLE VI: DUTIES AND AUTHORITY OF THE ASSOCIATION**

**Section 1. GENERAL AUTHORITY.** The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, these By-Laws, and in the Covenants, to do any and all lawful things which may be authorized, required or permitted to be done by the Association and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and general welfare of the Members.

Section 2. GOVERNANCE. The Sanctuary Subdivision shall consist of two phases, both of which will be governed by these By Laws.

Section 3. TAXES. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon Landscape and Ponding tracts. The Association shall have the right from time to time to pay, compromise or contest any and all taxes and assessments levied against all or part of Landscape and Ponding tracts or upon any personal property belonging to the Association.

Section 4. INSURANCE. The Association shall obtain and maintain in force such policies of insurance, as shall be deemed necessary or desirable by the Board. Each policy of fire and extended coverage insurance and all other policies of insurance obtained by the Association, whether or not required to be obtained pursuant to the provisions of this Declaration, shall expressly waive any and all rights of subrogation against Incorporator, its representatives and employees.

Section 5. CONTRACTS AND SERVICES. The Association may employ the services of a professional manager or managers to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of New Mexico and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers. The Association shall have the power to contract and pay for, or otherwise provide for, the maintenance, restoration and repair of the medians, ponding and landscape tracts and easements, and all improvements of whatever kind and for whatever purpose, located upon the medians ponding and landscape tracts and easements and procure all necessary utility, security, and other services therefore; to contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants, and such other professional and non-professional services as the Association deems necessary; and to contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary. The Association shall have the power to pay and to discharge any and all liens from time to time placed or imposed upon any ponding and landscape tracts or easements, on account of any work done or performed by or on behalf of the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration

Section 6. ENFORCEMENT. The Association shall have the authority to enforce the Covenants, rules and decisions of the Architectural Review Committee, and these By-laws as determined appropriate within the discretion of the Board of Directors. The Association shall have the power and authority from time to time, in its own name, and on its own behalf or on behalf of any Owner or Owners who consent thereto, to

*The Sanctuary Homeowners Association, Inc.*

*By-Laws*

*Page 7 of 8*

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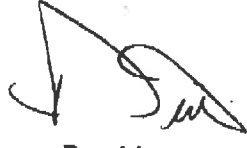
commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Covenants and to enforce, by mandatory injunction or otherwise, all of the provisions of the Covenants.


The Board may suspend the voting rights of a Member, and all persons using such Members privileges, for violation of the Covenants (including failure to pay dues), the Association's Articles, or these By-Laws. Such suspension shall be limited to a period of thirty (30) calendar days after incurring any violation. The Association shall not have the power or right to deny Members' access to Members' Lots over the Community Streets. Prior to any such suspension of a Member's rights, the Association shall give the Member at least ten (10) calendar days written notice, and if the Member objects in writing prior to the expiration of such term, shall provide for the Member to have a hearing before the Board prior to any such suspension taking effect.


Section 7. UPON DISSOLUTION. Immediately prior to any dissolution or incapacity of the Association as a corporate entity the Association shall transfer its estate in ponding and landscape tracts and easements to another qualifying not-for-profit or to a governmental entity willing to manage the ponding and landscape tracts and easements for the benefit of the Owners, or, if no entity is willing to manage the ponding and landscape tracts and easements for the Owners, to the Members, to hold an equal, underlying beneficial interest in all of the Association's property in direct proportion to the number of Lots owned by each Member, if to do so is allowed by applicable law. If no entity is willing to manage the ponding and landscape tracts and easements for the benefit of the Owners, and applicable law will not allow distribution to the Members as provided for herein, then the Association's interests and assets shall be distributed to a local governing authority or non-profit entity willing to manage the interests for the community or general public.

The Board of Directors hereby adopts these By-laws on this // day of

April, 2007.

  
President

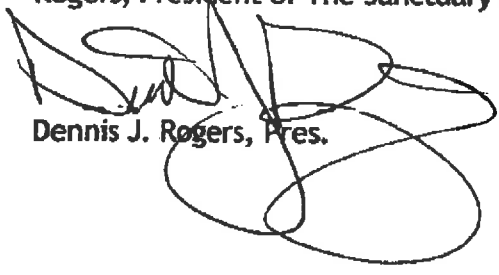


  
C. Blaw  
Secretary

STATE OF NEW MEXICO )  
 ) ss.  
County of Dona Ana )

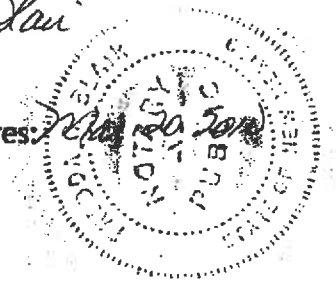
Subscribed to and sworn before me this 11<sup>th</sup> day of April, 2007, by Dennis J.


Rogers, President of The Sanctuary Homeowners' Assoc., Inc.

  
Dennis J. Rogers, Pres.

  
Fredda C. Blain  
Notary Public

My Commission Expires: May 20 2010



State of New Mexico  
County of Dona Ana, ss  
RECEPTION NO. 12795  
I hereby certify that this  
instrument was filed for  
recording and duly recorded on  
APR 11 2007  
at 11:47 o'clock AM  
Book 889 Page 956-54  
of the Records of said County.  
Rita Torres, County Clerk  
BY:  DEPUTY



THE SANCTUARY SUBDIVISION  
DESIGN GUIDELINES  
PHASE I  
April 2007

1. DESIGN REVIEW

Under the provisions of Item 4 of the Declaration of Protective Covenants for The Sanctuary subdivision, a process of design review by the Architectural Review Committee (ARC) has been established to provide property owners with information when dealing with the requirements of home design. The covenants require only one submittal and approval, but it is strongly recommended that a preliminary design conference be requested when preliminary plans are being prepared. This is early enough in the project process to protect the owner from having to make expensive changes when the final plans are completed and reviewed.

At this preliminary design conference, drawings should be complete enough to give a complete picture of the design, but without the detail which will be necessary in the final construction drawings that will be reviewed for final approval. At the preliminary design conference, suggested submitted plans need be one copy only and should include:

- A. Site plan. Indicate proposed building footprint, set backs, property boundaries and easements, utility locations, areas of cut and fill, drainage, driveways, sidewalks, decks and other proposed improvements. Drawn at 1" = 20' or larger.
- B. Floor plans.
- C. Elevations showing the exterior materials, character and color of the proposed structure.

Drawings submitted for the final review should be in two copies and include:

- A. Site Plan. Indicate proposed building footprint, set backs, property boundaries and easements, utility locations, areas of cut and fill, drainage, driveways, sidewalks, decks and other proposed improvements. Drawn at 1" = 20' or larger.
- B. Floor Plans.
- C. Elevations. Indicate the exterior appearance of all views labeled in accordance with the site plan. Height of chimneys as compared with the ridge of the roof. Natural and finished grades for all elevations of

all views. Describe all exterior materials, color and finishes (walls, roofs, trim, chimney, windows, doors, etc.).

D. Building Sections.

E. Landscape Plan. Can be included with the site plan drawing. Include plan materials with size and condition, rock outcroppings, decks or patios, service yards, driveways, all existing trees, proposed fences or walls with detailed description of the construction, exterior lighting locations and coverage areas.

The approval/review process should be complete within 10 business days of submittal. Approved plans are kept on file and, if changes or revisions are desired, there must be an additional submittal to the ARC for further review and approval.

The ARC does not seek to restrict taste or individual preferences, but desires to avoid harsh contrasts within the subdivision and to encourage careful design so that there is harmony between buildings and their site, and among buildings themselves.

## 2. HISTORIC ARCHITECTURE STYLES

Over the centuries, the influence of the climate and history have combined to produce a unique architectural response in New Mexico. The architectural styles which best reflect this special design character that have been selected for The Sanctuary are:

- Pueblo
- Southwest-Traditional
- Spanish Colonial
- Territorial
- Contemporary variations of the above

Design may be contemporary or traditional interpretations of these recommended styles, as long as they are comprised of a consistent and appropriate architectural vocabulary that is as true to the principles of the styles as possible, within the constraints of location, program and budget. It is the intention of these guidelines to foster a community of unique architectural solutions that are appropriate for the project, rather than stage set, or "doll house" architecture.

### A. Pueblo

1. Form and Mass. Simple one-story volumes with softly rounded corners. Flat roofs (carrying heights) with parapets and canals to drain water. Corners are thickened, buttresses used occasionally

to emphasize mass. Portales and loggias are typical entry features. Exposed vigas are typical.

2. **Materials and Colors.** Stucco is typical wall material. Desert earth colors; beige, tan and sand are typical. Trim is a slightly darker tone.
3. **Openings.** Doors and windows deeply set and defined with a wood lintel (optional). Doors typically of heavy paneled wood. Windows have straight tops, with wood the preferred material. Occasional tile accents near door.
4. **Walls and Fences.** Heavy thick walls with stucco finish. Occasional irregularly shaped pilasters at corners. Paneled or decoratively carved wood corbels. Low courtyard walls. Wood gate with driftwood trim.

#### B. Southwest-Traditional

1. **Form.** Simple one-story volumes with pitched roofs. Hip or gable roofs are common with pitches occasionally being less steep for porches and loggias.
2. **Materials and Colors.** Stucco is typical wall material, using desert tones of beige, tan and sand for wall colors. Roof is clay, concrete or slate tiles, flat with parapet, or metal corrugated or standing seam. Trim is typically lighter in tone than the body, usually white.
3. **Openings.** Doors and windows are set flush with the wall surface. Wood trim, (pediments) reminiscent of the Territorial (Greek Revival) detailing defines major openings. Doors typically are "Colonial" styles or paneled wood.
4. **Roof Shapes.** Painted sheet metal roofs, clay, concrete or slate tiles, flat with parapet walls. Attic space in one story construction generally used for a room. Roof pitch varies. Eaves project one or two feet from wall. Hip or gable roof. Height is limited to one story.

#### C. Spanish Colonial

1. **Form and Mass.** Simple Strong one-story volumes. Roofs of 4 on 12 to 5 on 12 pitch. Clipped eaves and simple tile rakes. Courtyards and patios used extensively. Finished edge of platforms with molding continuing around the building as a belt mold. Typical chimney cap and molding.



2. **Materials and Colors.** Stucco (smooth texture) is typical. Clay barrel tiles are preferred. White, tones of peach or sandy pink should be the primary colors with accents of blue or green. Timber framing and accents.
3. **Openings.** Limited use of arches. Windows deeply set or defined with molded surrounds. Window grills may be used with divided lights. Doors should appear to be of heavy carved wood.
4. **Roof Shapes and Details.** Sloped barrel tile roof. 4 on 12 roof pitch. Double tile rake flush with the wall or corbelled. Eaves flush with wall or with exposed beams. Overhanging beams shaped at ends. Gutter can be used as fascia trim. Openings protected by overhands. Roof pitch can be 2 on 12 over balconies or accent features.

#### D. Territorial

1. **Form and Mass.** Simple one-story volumes. Flat roofs of varying heights. Parapet copings typically capped with brickwork, masonry, or occasionally wood. Portales and loggias are typical.
2. **Materials and Colors.** Stucco is typical. Brick or masonry are also used in the Territorial style. Desert earth tones; beige, tan and sand are typical colors. Trim is typically lighter in tone and occasionally a contrasting color. Delicate wood moldings and accents.
3. **Openings.** Doors and windows are set flush with wall surface. Windows are divided or small, multi-paned lights. Wood trim, (pediments) reminiscent of the Greek Revival detailing, defines major openings.
4. **Doors and Windows.** Wood pediment, wood trim. Simplified wood pediment, paneled door.
5. **Roof Detail.** Decorative brick cornice at parapet wall. Flat roof, parapet wall, decorative wood cornice, wood column cap and trim. Wood post or column.

Stucco and exterior trim colors shall be in earth tones or shades of off-white. Accent colors should be stronger versions of the same colors. In reference to all guidelines, all colors shall be approved by the ARC on an individual basis.

Courtyard entry walls are suggested as a desirable feature to enhance privacy and neighborhood distinction. Interior fences and return walls shall be of

the following materials: Adobe, "Yellow El Paso rock" or such other rock approved by the ARC, frame stucco on cement footings with a minimum rough frame dimension of 6" in width, slump block and cinder block covered with a minimum of three (3) coat stucco process.

Roof design, slopes and material shall be consistent with traditional standards of the selected style. Parapet walls shall conceal all roofs except those that are covered by tile or slate. Maximum roof pitches shall be a 5:12 pitch. No asphalt shingles shall be allowed on any structure with The Sanctuary. Roof design should be accomplished as to conceal from view any components such as heating and cooling units. No side-mount HVAC components which are not pad mounted or screened shall be allowed unless it is behind the retaining wall.

The maximum height for one-story structures is 21'. Ground shall be final pad grade and the top of the parapet or ridgeline of sloped roofs shall be the highest point. Pads may be filled to a maximum 12" above final pad grade. Flues and chimneys will not be considered.

Any door and window units on the front elevation of a residence or attached out building shall not be flush mounted, they shall be recessed, stucco or masonry wrapped or otherwise enhanced.

### 3. EXTERIOR LIGHTING

When perimeter security lighting is used and activated by a motion sensor ignition system, such lighting shall be installed, configured and/or adjusted so as to allow normal movement on all roadways, easements and neighboring driveways without activating such lighting. Further, such lighting shall not be allowed to remain illuminated for more than 15 minutes when operating in the automatic mode. Outdoor pole-mounted yard lighting, gas or electric, is suggested and should be installed with a photocell or other automatic ignition system. An accent or special feature yard light shall be acceptable. Indirect source and horizontal cut-off fixtures are recommended to reduce glare. All lighting shall be that of a soft white light with other colors specifically prohibited. This shall not be construed to limit or deter "holiday lighting" and colors for parapet-mounted luminaries, and other lighting accents, which may be customarily used. No exterior neon lighting shall be allowed.

### 4. LANDSCAPE

Landscaping is of particular importance to the overall character of The Sanctuary. Front yards and side yards on corner lots must be completely landscaped at the time of completion or prior to occupancy, whichever is sooner. Rear yard landscaping is encouraged to reduce blowing dust. Low water consumption, drought resistant and/or low maintenance landscaping is also encouraged. However, a substantial and visible amount of foliage is required and

must be present on each building lot to comply with the landscaping requirements herein established or subsequently amended. The purpose of this requirement is to increase the desirability of the neighborhood. The following shall be used as a guideline for the minimum required landscaping. The Architectural Review Committee (ARC) shall be the final authority as to all questions, discrepancies and interpretations of this requirement.

Minimum Acceptable Landscaping:

- A. Three two inch (2") caliper trees. Some examples include: Locust, Golden Locust, Honey Locust, Ash, Live Oak, Chinese Pistache, Crape Myrtle, Mexican Elder, Mesquite, Flowering Plum, Mimosa and other trees. **An excellent plant list is available at the City of Las Cruces, Office of the Landscape Architect.** Mulberry (all varieties) and bearing Cottonwood trees are unacceptable.
- B. A combination of ten five (5) gallon container shrubs such as: Indian Hawthorn, Pyracantha, Juniper, Texas Sage, Oleander, Forsythia, Spira, Flowering Quince, Honeysuckle, Sumac, Photinia, Mock Orange, Holly and other similar varieties. Also acceptable are drought resistant varieties such as: Yucca, Cholla, Agave Century Plant, Ocotillo, Palms, and other large desert upright grasses such as Chemise, Buffalo Grass, Pampas Grass and similar varieties.
- C. A combination of fifteen one (1) gallon container shrubs is required unless the ARC deems a design including another combination is acceptable.
- D. The entire front yard shall be covered with grass, ground cover, rock, crushed rocked fines or other acceptable material. Red, brown, black or charcoal lava rock may be used only as an accent and may not cover a substantial portion of the non-driveway area. When using rock as a means of ground cover, a minimum of 6 mil plastic (weed barrier woven cloth 5 oz. or 48 mil is recommended) should be used under any inorganic material of 1/4" in size or greater. This rock material must cover over the plastic or weed barrier to a minimum depth of 1 1/2" such that no plastic or weed barrier shall be exposed to view.
- E. If at any time a substantial change, alteration or modification is to be made to the front yard or side yard of a lot relative to landscaping, the ARC must approve the change, modification or alteration. Excluded shall be the instance where plants, trees, shrubbery or other landscaping materials may die, be destroyed or similarly caused to be reduced in quantity, and as such, require replacement according to the same rules as apply to the initial planting requirements set forth above.