

EXHIBIT D

DESIGN REVIEW GUIDELINES

EL MIRADOR HOMEOWNERS ASSOCIATION, INC.

EFFECTIVE OCTOBER 1, 2015



COUNTY OF DONA ANA) COVENANTS
STATE OF NEW MEXICO) ss PAGES: 15

I Hereby Certify That This Instrument Was Filed for
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Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Laiza Rodriguez

DESIGN GUIDELINES FOR EL MIRADOR SUBDIVISION

These Design Guidelines are effective as of October 1, 2015. They are promulgated pursuant to Section 10 of the Declaration of Covenants, Conditions and Restrictions for El Mirador Subdivision (the "Declaration"), first recorded November 22, 1988, as Instrument No. 2100, in the official records of Doña Ana County, New Mexico, and thereafter amended from time to time. Except to the extent otherwise indicated herein, the initially capitalized terms used in these Design Guidelines shall have the meanings assigned to them in the Declaration.

1. GUIDELINES BINDING

These Design Guidelines are binding upon all persons who at any time construct, reconstruct, refinish, alter or maintain any improvement upon the Property, or make any change in the natural or existing service, drainage, or plant life thereof. These Design Guidelines are administered and enforced by the Design Review Committee in accordance with the Declaration and the procedures herein and therein set forth. These Design Guidelines may be amended from time to time, and it is the responsibility of each Owner or other person to obtain and Review a copy of the most recently revised Design Guidelines.

2. LANDSCAPE AND ARCHITECTURAL DESIGN STANDARDS

2.1.1 **Lot Restrictions.** No more than one single family residence together with a garage and such accessory buildings as shall be permitted by the Design Review Committee, may be constructed on any Lot. No multi-family residences, and no building used for non-residential purposes shall be permitted.

2.1.2 **Parking Spaces.** Each Lot shall contain parking space for at least two automobiles in an enclosed garage either attached to or detached from the main structure of the residence. Additional parking is encouraged to accommodate guest parking. No parking of any vehicle as defined in **MOTOR VEHICLE** below shall be allowed outside of driveways as approved by the Design Review Committee; parking in landscaped areas is strictly prohibited. Violation of the aforementioned is subject to fines as allowed by the Declaration of Covenants, Conditions and Restrictions for El Mirador Subdivision. No overnight on street parking will be permitted. Vehicles parked in violation of this restriction will be towed after being issued appropriate warning.

(a) **Vehicles.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ABANDONED Any motor vehicle that does not display a current license plate and is left unattended for a period exceeding 72 consecutive hours.

DISMANTLED Any motor vehicle that has been disassembled to any degree, which renders it inoperable.

INOPERABLE or INOPERATIVE Any motor vehicle incapable of operation upon any street or highway in compliance with the laws of this jurisdiction.

MOTOR VEHICLE Any vehicle that is designed to be self-propelled and travel along the ground and includes but is not limited to automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, go-carts, golf carts, recreational vehicles, and motor homes.

WRECKED Any motor vehicle that is disabled or in a state of ruin or dilapidation which renders it inoperable.

1. No person shall park, store, leave or permit the parking, storing, or leaving of any motor vehicle of any kind which is abandoned, or which is in a wrecked, dismantled, partially dismantled, or inoperative condition, whether attended or not, or parts of any such vehicle, upon any property within the Subdivision for a period of time in excess of 72 hours. The presence of an abandoned, wrecked, dismantled, partially dismantled, or inoperative vehicle or parts thereof on any property within the Subdivision in violation of this article is declared a public nuisance.

2. Exceptions.

(a) The prohibitions in this section shall not apply to any vehicle or parts thereof within an enclosed area and out of public view.

(b) Responsibility for removal; notice.

The owner of an abandoned, wrecked, dismantled, partially dismantled, or inoperative vehicle parked, stored, or left in violation of this article, and the owner or occupant of any Property on which such vehicle is located, either, or all of them, shall be presumed responsible for parking, storing, or leaving such vehicle in violation of this shall be presumed responsible for parking, storing, or leaving such vehicle and shall be responsible for its removal from the Property.

2.1.3 No Visible Storage Tanks. All fuel tanks, water tanks, or storage facilities shall either be constructed or shielded from view by walls or structures, or shall be installed or constructed underground and must be approved by the Design Review Committee.

2.1.4 Site Drainage and Grading. Necessary cut and fill slopes shall have a maximum slope of 4 horizontal to 1 vertical and must be landscaped with erosion control vegetation within 30 days of being cut or filled. Site grading shall not cause drainage to adjoining Lots, except as established by previously existing natural drainage patterns, nor cause a condition that could lead to soil erosion on open spaces.

2.1.5 Setbacks. Lots shall have minimum twenty-foot setback from all streets. Side yards shall have a set back of 10% of the Lot width on each side measured at the front setback line. Additionally, Lots with back yards abutting the Golf Facility shall have minimum thirty-foot rear setbacks from said Golf Facility. Other lots shall have a twenty-foot (20') rear setback.

2.1.6 Natural Drainage. Natural drainage easements have been established, they must remain unaltered and unobstructed. As with any wash, improvements designed and constructed to bridge these easements are generally permitted, but must be accompanied by a backwater flood analysis prepared by a licensed civil engineer ensuring the safety and feasibility of the design, subject to review and approval of a civil engineer retained by the Design Review Committee.

2.1.7 Swimming Pools. Swimming pools are allowed but may not be constructed above ground level. All improvements must be constructed according to laws, ordinances and regulations of applicable municipalities and must be approved by the Design Review Committee.

2.1.8 Signage. Non-lighted address identification signs for each Residence must conform to the design approved by the Design Review Committee and must be installed by each Lot Owner. No additional signage will be permitted, except temporary construction signs, real estate signs, or others as permitted by the Declaration and approved by the Design Review Committee.

2.1.9 Mail Boxes. No individual mailboxes are permitted. Cluster boxes are located in the Subdivision.

2.1.10 **Flag Poles.** No flagpoles shall be erected in any front yard. Flags may be flown from hangers attached to walls.

2.1.11 **Trash Receptacles.** No garbage/trash cans/receptacles should be visible from the Private Streets. Garbage/trash cans shall be removed from the Private Streets on the same day that garbage is picked up.

2.2 **Architectural Standards.**

2.2.1 **No Reflective Finishes.** No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces on hardware fixtures), including without limitation the exterior of any of the following: roofs, all projections from roofs, retaining walls, doors, trim, fences, pipes, equipment and mailboxes.

2.2.2 **Height of Structures.** Residences of not more than two stories shall be permitted on all Lots except 2 through 7 in Block 8, all Lots in Block 9, and Lots 1 through 8 in Block 10, where single story residences only are permitted. Height limits of 34 feet and 17 feet shall apply to two story and single story structures respectively.

2.2.3 **Building Size.** No Residence shall be approved for construction with less than 1,700 square feet of living space which shall not include garages, porches or patios, exterior storage areas, or similar Improvements.

2.2.4 **Roofs.** All roofs shall be of material, color, and texture approved by the Design Review Committee. Roofs should be predominately flat or low pitch to reinforce the traditional horizontal desert architecture which emphasizes walls instead of roofs. Tile is preferred where sloped roofs are used. The overall appearance of the residence will be an important consideration. The color of the roofs must be approved by the Design Review Committee. Reflective roof surfaces which cause excessive glare are not permitted.

2.2.5 **Color.** The color of external materials must generally be subdued to enhance the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors which are used with restraint may be permitted.

2.2.6 **Materials - Exterior Surfaces.** Exterior surfaces will generally be of natural materials that blend and are compatible with the natural landscape. Masonry, stucco, or traditional adobe are to be painted surfaces, particularly wood will not weather well in the desert conditions and will not be approved. Resident exteriors should reflect southwestern styles and materials and must be approved by Design Review Committee.

2.2.61 **Maintenance of Exterior Surfaces.** Exterior surfaces, including but not limited to stucco, paint, glass and any other materials utilized in constructing residence shall be maintained. All peeling paint, damaged stucco, broken windows etc. shall be repaired. Owner must make repairs within 30 days of being notified by the Association. Maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety.

2.2.7 **Building Projections.** All projections from a residence or other structure including, but not limited to chimney flues, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project, or shall be of approved color.

2.2.8 **No Antennae.** There shall be no installation or maintenance of any antennae of any sort or any device for the reception or transmission of television, radio, microwave or other similar signals. 20" satellite dishes that are not visible from the street.

2.2.9 **Patios and Courtyards.** Patios and courtyards should be designed as an integral part of the architecture of the residence and must be approved by the Design Review Committee.

2.2.10 **Energy Conservation Devices.** No unsightly finishes, reflective surfaces (which cause glare to the Common Area or other Lots) or unsightly exposed piping and wiring shall be permitted on any solar energy collector panels or attendant hardware or other energy conservation equipment constructed or installed on any residence or other structure or improvement thereon.

2.2.11 **Landscaping.** Within thirty (30) days of completion of any residence or any other building, structure or improvement, each Lot shall be landscaped, and such landscaping shall be restored an/or maintained following any reconstruction, alteration or maintenance of any such residence, building, structure or improvement. Approved landscape changes shall be completed within 30 days of approval being granted by Design Review Committee. Any and all extensions to this time frame must be approved by Design Review Committee. If any residence is not landscaped within 30 days of such completion, the Homeowners Association shall have the right to install acceptable landscape thereon and shall bill property owner for the cost thereof. Each Owner shall install an underground irrigation system on his or her Lot which shall be adequate to maintain vegetation planted thereon. Landscape shall be of desert variety with allowance for up to 35% of front yard areas planted in grass. Where grass is absent preapproved gravel or "chat" must be used with proper weed barriers. Retaining prominent existing plant materials such as mesquite and greasewood bushes in front yards is encouraged where possible. Landscape plan must be approved by the Design Review Committee.

It is the Owner's responsibility to ensure that front yard is kept free of weeds and debris at all times. If Owner fails to make necessary cleanup after being notified by the Association, the Association may contract with a cleanup crew. All costs incurred in this process will be charged to the Owner as a Special Assessment as per Section 5.4 Special Assessments of the Declaration of Covenants, Conditions and Restrictions.

2.2.12 **Walls.** Walls of stucco or stone, if used as an accent detail, may be used for privacy and screening for cars and service areas of the residence. The color of the walls, if any, must conform to the same color standards as described above.

(a) Walls adjacent to the common area/golf facility must be constructed of stone and wrought iron as approved by the Design Review Committee.

(b) Walls shall be party walls if placed on the common property line between two (2) Lots, and shall not be removed by either property owner without the written consent of the other party and the Architectural Review Committee.

(c) Party walls may be constructed on the lot property lines such that rear yards and side yards are enclosed, subject to other limitations contained herein and in the zoning ordinance. The party walls shall be no more than four and one half (4 ½) feet in height, or as approved by the Architectural Review Committee so as not to restrict views.

(d) All party walls built on the common property line between two (2) Lots shall be built at the joint and equal expense of the two (2) Lot Owners. In the event a Lot Owner builds at his own expense a party wall between his Lot and an unsold Lot, one-half of the cost of said wall shall be chargeable to the purchaser of said unsold Lot at the closing of the transaction to purchase the previously unsold Lot.

(e) Proper weep holes or drainage shall be provided in all retaining walls.

(f) No fence or wall shall be erected or allowed to remain nearer the street than the front of the dwelling unless specifically approved by the Architectural Review Committee.

(g) No fence or wall may be erected, placed, altered, relocated or removed without the express written consent of the Architectural Review Committee.

(h) In the event any such party wall which does not form a structural part of a dwelling or garage is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining owners shall proceed forthwith to rebuild or repair the wall to as good condition as formerly at their joint and equal expense, and each property owner shall maintain adequate insurance to protect against damage to said party wall.

(i) The rights and responsibilities of any owner to or from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

(j) In addition to meeting other requirements of these Restrictive Covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to, or rebuild his party wall in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

(k) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the 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 so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, 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 both arbitrators.

2.2.13 Service Yard. Walls are required as screening for a service yard, if any, to enclose all above-ground garbage and trash containers, and other outdoor maintenance and service facilities.

2.2.14 Foundations. All exterior wall materials must be continued down to finish grade thereby eliminating unfinished foundation walls.

2.2.15 Additional Construction and/or Exterior Changes. Any changes to the approved plans before, during, or after the construction of an improvement must first be submitted to the Design Review Committee for approval.

3. DESIGN REVIEW PROCEDURES

3.1 **Submission of Plans.** Plans and specifications shall be submitted to the Design Review Committee in accordance with the following submittal and Review procedures.

3.2 **Review of Plans.** The Design Review Committee shall conduct reviews of plans during its regular meetings or at such other times as it is deemed appropriate. Owners, architects, or builders shall have no right to attend any meeting of the Design Review Committee unless specifically requested by the Design Review Committee. Plans submitted will be marked "APPROVED" or "DISAPPROVED," whichever the case may be, by the Design Review Committee, and dated as of the date of approval or disapproval. At least one copy of such plans shall be returned to the submitting Owner within 10 working days after the review (but no later than 30 days after a submittal is complete) provided that the plans are in accordance with the requirements outlined in these Design Guidelines. Each set of plans that has been disapproved shall be accompanied by a detailed explanation of the reason or reasons for disapproval and, where appropriate, suggestions for revisions necessary for obtaining approval.

3.3 **Pre-Design Meeting.** Prior to preparing preliminary plans for any proposed improvement, each Owner and/or his or her architect shall meet with a Design Review Committee member to discuss proposed plans, identify the location of the Lot on which construction is planned, and explore and resolve any questions regarding building requirements.

3.4 **Preliminary Submittal.** Preliminary plans, including all of the materials outlined below, are to be submitted to the Design Review Committee after the Pre-Design meeting.

3.4.1 All preliminary plans shall be dated and clearly marked with the name of the Owner submitting such plans and with the address of the Lot for which such plans are being submitted. Additionally, all preliminary plans shall be submitted in duplicate and shall include:

(a) Site plan showing the location of the residence and all buildings or other structures and improvements, driveway and parking areas, the location of all existing utility lines and proposed utility hook-ups and tap-ins, a grading plan, including existing and proposed topography, and specifying elevation at the top of the curb at the midpoint between the Lot's side property lines and showing areas to be landscaped.

(b) Survey prepared by a licensed surveyor or civil engineer showing the Lot boundaries and dimensions, topography on a scale standard in the industry for similar projects, major terrain features, including rock outcroppings and washes and the location of any drainage easements. Any Owner submitting plans for approval to the Design Review Committee shall be responsible for the verification and accuracy of all Lot dimensions, grade, elevations, and the location of the key features of the natural terrain and drainage easements. Each Owner shall certify to the accuracy thereof before the Design Review Committee will undertake its review.

(c) Roof plan and floor plans (at no less than $1/8" = 1'0"$), which shall include a summary of calculations of square footage with limitations prescribed in section 2.2.3 of these Design Guidelines, and a construction cross section showing floor and elevation at highest point of roof.

(d) Exterior elevations (all) with both existing and proposed grade lines in same scale as floor plans.

(e) Indication of all proposed exterior materials and colors.

(f) Any other drawings, materials, or samples requested by the Design Review Committee.

3.4.2 To assist the Design Review Committee in its evaluation of the preliminary plans, the Owner shall provide preliminary staking at the locations of the corners of the residence or major improvements and at such other locations as the Design Review Committee may request.

3.5 **Preliminary Review.** After the posing and comment period, and the staking of the Lot, the preliminary submission of the Owner, as specified in Section 3.4.1 will be deemed complete. The Design Review Committee will then review the preliminary plans together with any comments submitted by the Owners and provide a written response to the Owner as provided in Section 3.2.

3.6 **Final Submittal and Review.** After preliminary approval is obtained from the Design Committee, final plans shall be submitted for final approval.

3.6.1 Final plans shall be dated and clearly marked with the name of the Owner submitting such plans and with the address of the Lot for which the plans are being submitted.

(a) Site plan (at a scale of no less than $1" = 20"$) showing the residence and all building or other improvements, driveway and parking areas, a grading plan, including existing and proposed topography, showing all elevations and cut and fill slopes, and direction and point of discharge of all drainage following completion of construction, utility depth, locations and connections, and finished floor elevations, including garage.

(b) Roof plan and floor plans (at a scale of no less than $1/8" = 1'0"$).

(c) Samples of all exterior materials and colors.

(d) Exterior elevations (all) with both existing and proposed grades shown.

(e) Complete landscape plan, showing: areas to be landscaped; proposed irrigation and drainage systems; proposed plants and size thereof; driveway, retainage, decorative features, etc., if not shown elsewhere on architectural plans.

(f) Planting plans.

(g) Cross section of structure indicating existing and proposed grade lines on the site.

3.6.2 Exterior building corners of the proposed residence and other improvements, including the driveway location if requested by the Design Review Committee, shall be staked on the site for the Design Review Committee's inspection.

3.6.3 Final approval by the Design Review Committee shall be issued as set forth in Section 3.2. However, at least three days prior to commencement of construction, or any other site work, the Owner shall notify the Design Review Committee so that it can make a visual inspection of the Lot to ensure that the final building layout and staking is in accordance with the final plans approved by the Design Review Committee.

3.6.4 Obtaining all applicable governmental certifications and permits including, without limitation, engineering certification of foundations, necessary building permits and, upon completion of construction, an occupancy permit, is the responsibility of the Owner. Construction documents (working drawings and specifications) are to be in accordance with the final design and plans approved by the Design Review Committee. Construction shall not commence until all of the above requirements are satisfied.

3.7 **Subsequent Changes.** Additional construction, landscaping, or other improvements to a residence, other building or structure, or Lot, and/or any changes after completion of an approved structure must be submitted to the Design Review Committee for approval prior to making such changes and/or additions.

3.8 **Resubmittal of Plans.** In any event of disapproval by the Design Review Committee of either a preliminary or final submission, a resubmission of plans should follow the same procedures as the original submittal.

3.9 **Work in Progress Inspection.** The Design Review Committee may inspect all work in progress and give notice of non-compliance. Any such non-compliance shall be promptly remedied by the Owner at his or her sole expense. Absence of such inspection and notification during the construction period does not constitute either approval of the Design Review Committee with work in progress or compliance with these Design Guidelines or the Declaration.

3.10 **Non-Waiver.** The approval of the Design Review Committee of any plans, drawings, or specifications of any work done or proposed, or in connection with any other matter requiring the approval of the Design Review Committee under these Design Guidelines or the Declaration, including a waiver by the Design Review Committee pursuant to Section 3.11.

3.11 **Right of Waiver.** The Design Review Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion.

3.12 **Commencement of Construction.** Upon receipt of final approval from the Design Review Committee, the Owner shall as soon as practicable, satisfy all conditions thereof, if any, and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations, and excavations pursuant to the approved plans. The Owners shall satisfy all conditions and commence the construction, reconstruction, refinishing, alteration, or other work pursuant to the approved plans within one year from the date of such approval. If the Owner shall fail to commence construction within the time period herein provided, any approval given shall

be deemed revoked unless, upon the written request of the Owner made to the Design Review Committee prior to the expiration of said on-year period, the time for such commencement is extended in writing by the Design Review Committee. Such extension may be granted or denied at the sole discretion of the Design Review Committee. The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including roof, exterior walls, windows, and doors) of any improvement on his or her Lot within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fire, national emergencies, or natural calamities. If any Owner fails to complete construction as set forth herein, the Design Review Committee shall notify the Association of such failure, and the Association, at its option, shall either complete the exterior in accordance with the approved plans or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

4. DESIGN REVIEW COMMITTEE

4.1 **Design Review Committee Membership Organization.** The Design Review Committee shall consist of three (3) members appointed by the Board of Directors. The outgoing Chair of the Design Review Committee may serve in an advisory capacity as a non-voting member.

4.2 Appointment of Members

4.2.1 The right from time to time to appoint and remove members of the Design Review Committee shall be reserved to and vested in the Board of Directors.

4.3 **Resignation of Members.** Any member of the Design Review Committee may resign at any time from the Design Review Committee upon written notice delivered to the Association, which then has the right to appoint and remove members.

4.4 **Duties.** It shall be the duty of the Design Review Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these Design Guidelines, to perform such other duties from time to time delegated to it by the Association, and to amend the Design Guidelines when, and in the manner, deemed appropriate or necessary by the Design Review Committee.

4.5 **Meetings.** The Design Review Committee shall meet from time to time as necessary to properly perform duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the Design Review Committee unless the unanimous decision of its members is otherwise required by the Declaration or these Design Guidelines. The Design Review Committee shall keep and maintain a record of all actions from time to time taken at such meetings or otherwise. The New Mexico Homeowner Association Act of 2013 requires that such minutes and records be kept and maintained for a period of five (5) years.

4.6 **Compensation.** Unless authorized by the Association, the members of the Design Review Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Design Review Committee function or duty. Professional consultants retained by Design Review Committee shall be paid such

compensation as is agreed to by the Design Review Committee. Such compensation shall be a Common Expense of the Association.

4.7 **Amendment of Design Guidelines.** The Design Review Committee may, from time to time and in its discretion, adopt, amend, and repeal majority vote, rules, and regulations, to be incorporated into, or amendments of these Design Guidelines, which, among other things, interpret, supplement, or implement the provision of these Design Guidelines. Said amendments are subject to approval by the Board of Directors prior to being promulgated. All such rules and regulations or amendments, as they may from time to time be adopted, amended, or repealed, shall be amended to and made a part of the Design Guidelines and shall thereupon have the same force and effects as if they were set forth in an were part of the Declaration. Each owner is responsible for obtaining from the Design Review Committee a copy of the most recent Design Guidelines.

4.8 **Non-Liability of the Design Review Committee and Declarant.** Neither the Design Review Committee nor any member thereof shall be liable to the Association or to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawing, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawing, and specifications, (c) the development, of any property within the Project, or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that such member or, where applicable, the Declarant, has with the actual knowledge possessed by him or her, acted in good faith.

4.9 **Enforcement.** These Design Guidelines may be enforced by the Design Review Committee or the Association as provided herein or in the Declaration.

5. CONSTRUCTION REGULATIONS

The following construction regulations shall be enforced during the construction period. These regulations shall be made part of the construction contract document specifications for each residence or other improvements on a Lot and all builders, Owners, and other Persons shall be bound by these regulations. Any violation by a builder shall be deemed to be a violation by the Owner of the Lot.

5.1 **Pre-Construction Conference.** Prior to commencing construction, the builder must meet with a representative of the Design Review Committee to review construction procedures and coordinate his activities in the Project.

5.2 **Occupational Safety and Health Act Compliance (OSHA).** All applicable OSHA regulations and guidelines must be strictly observed at all times.

5.3 **Construction Trailers, Portable Field Offices, Etc.** Any Owner or Builder who desires to bring a construction trailer, field office, or the like to the Project shall first apply for and obtain written approval from the Design Review Committee. Such temporary structures shall be located only in a location approved by the Design Review Committee and shall be removed upon completion of construction.

5.4 **Debris and Trash Removal.** Owners and builders shall clean up all trash and debris on construction site at the end of each day. Trash and debris shall be removed

from each construction site at least once a week to a dumping site located off the Subdivision. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such material off construction site. Owners and builders are prohibited from dumping, burning, or burning trash anywhere on the Lot or in the Subdivision, except in areas, if any, expressly designated by the Design Review Committee. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other Lots or the Common Areas. Any cleanup costs incurred by the Design Review Committee or the Association in enforcing these requirements will be billed to the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public roads or Private Roads, open spaces, and driveway or other portions of the Subdivision.

5.5 **Sanitary Facilities.** Each Owner and builder shall be responsible for providing adequate sanitary facilities for his or her construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Design Review Committee.

5.6 **Vehicles and Parking Areas.** Construction crews will not park on, or otherwise use, other Lots or the Common Areas. Private and construction vehicles and machinery shall be parked in areas only designated by the Design Review Committee. All vehicles will be parked as not to inhibit traffic, and within designated areas so as not to damage the natural landscape.

5.7 **Excavation Materials.** Excess excavation materials must be hauled away from the Subdivision.

5.8 **Blasting.** If any blasting is to occur, the Design Review Committee must be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the Design Review Committee. Applicable governmental regulations should also be reviewed prior to any blasting activity, and must be complied with.

5.9 **Restoration or Repair of Other Property Damaged.** Any damage to property, including, but not limited to, open space, other Lots, roads, driveways, and/or other Improvements must be repaired and/or restored promptly at the expense of the Person causing the damage or the Owner of the Lot. Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the Design Review Committee, and repair of streets, driveways, drains, culverts, ditches, signs, lighting, and fencing.

5.10 **Miscellaneous and General Practices.** All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors. The following practices are prohibited:

5.10.1 Changing oil on any vehicle or equipment on the site itself or other than at a location designated for that purpose by the Design Review Committee.

5.10.2 Allowing concrete suppliers and contractors to clean their equipment other than at locations designated by the Design Review Committee.

5.10.3 Removing any rocks, plant material, topsoil, or similar items from any other property of other within the Project, including construction sites.

5.10.4 Carrying any type of firearms on the Property.

5.10.5 Using disposal methods or units other than those approved by the Design Review Committee.

5.10.6 Careless disposition of cigarettes and other flammable material. At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.

5.11 **Construction access.** The only approved construction access during the time a Residence or other Improvements are being built will be over the approved driveway for the Lot unless the Design Review Committee approves an alternative access point.

5.12 **Dust and Noise.** The contractor shall be responsible for controlling dust and noise from the construction site.

5.13 **Signage.** Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. The sign shall be free standing and location of such a sign shall first be approved by the Design Review Committee.

5.14 **Daily Operation.** Daily working hours for each construction site shall commence not earlier than 30 minutes after sunrise and end not later than 30 minutes after sunset.

F. Charles Jankel

F. Charles Jankel

STATE OF NEW MEXICO)
)SS.
COUNT OF DONA ANA)

The foregoing instrument was acknowledged before me this 9th day of July, 2015 by F. Charles Jankel, a member of the Design Review Committee of El Mirador Homeowners Association.



OFFICIAL SEAL
RONALD J. GOLDREN, JR.
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6/5/19

Ronald J. Goldren, Jr.
Notary Public

My commission expires

June 5, 2019

John Reich
John Reich

STATE OF NEW MEXICO)
)SS.
COUNT OF DONA ANA)

The foregoing instrument was acknowledged before me this 9th day of July, 2015 by John Reich, a member of the Design Review Committee of El Mirador Homeowners Association.



OFFICIAL SEAL
RONALD J. GOLDREN, JR.
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 6/5/19

Ronald J. Goldren, Jr.
Notary Public

My commission expires

June 5, 2019