

# ARCHITECTURAL GUIDELINES

## TUSCAN RIDGE VILLAS

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## FOR

### TUSCAN RIGE VILLAS

These Architectural Guidelines are effective as of January 1, 2014. They are promulgated pursuant to Section 6.2 of the Declaration of Covenants, Conditions and Restrictions for Tuscan Ridge Villas.

#### 1. GUIDELINES BINDING

These Guidelines are binding upon all persons who at any time construct, alter or make any improvements upon the property or make any change in any existing service, drainage, or plant life thereof. These Guidelines are administered and enforced by the Architectural Control Committee in accordance with the Declaration and the procedures herein. These Guidelines may be amended from time to time, and it is the responsibility of each Owner or other person to obtain a copy of the most recently revised Guidelines.

#### 2. LANSCAPE AND ARHITECTURAL 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 Architectural Control Committee may be constructed on any Lot. No multi-family residences or any 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 overnight on-street parking will be permitted.

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.

2.1.4 Site Drainage and Grading. Lots must be landscaped with erosion control vegetation within 60 days of being cut or filled. Lot grading shall conform to the County and City of Sunland Park approved grading and drainage plan. Site grading shall not cause storm water to flow to the adjoining lots, or open spaces unless lot or open spaces are designated as ponding area or drainage easement.

2.1.5 Setbacks. Lots shall have a minimum twenty foot (20) front and fifteen (15) foot rear setback from the property line or any street. Side yards shall have a setback of five (5) feet on each side measured at the front setback line. Corner lots shall have a minimum ten (10) foot side setback from the corner measured at the front setback line and a five (5) foot side setback from the neighboring property.

2.1.6 Natural Drainage. Natural drainage ways should not be obstructed, and improvements on grade should be sited to avoid obstruction.

Control 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.

2.1.8 Signage. No signage will be permitted, except temporary construction signs, real estate signs, or others as permitted by the Declarations and approved by the Architectural Control Committee.

## 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 one stories shall be permitted on all lots. Height limits of twenty (20) feet shall apply.

2.2.4 Roofs. All roofs shall be of material, color and texture approved by the Architectural Control Committee. Parapet should extend at least 2 feet above roof line. Tile is required 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 Architectural Control 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. Muted tones are recommended, although 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. Exteriors should reflect southwestern Mediterranean styles and materials used must be approved by Architectural Control Committee.

2.2.7 Building Projections. All projections from a residence or the structure including, but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall be consistent with 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 (except small television reception dishes), radio, microwave or other similar signals, including without limitation, satellite dishes, which are visible from other Lots or the Common Areas, except as expressly permitted by the Architectural Control Committee, in its sole and absolute discretion.

2.2.9 Patios and Courtyards. Patios and courtyards should be designed as an integral part of the architecture of the residence.

2.2.10 Energy Conservation Devices. No unsightly finishes, reflective surfaces or 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.

2.2.11 Landscaping. Within sixty (60) days of completion of any residence or any other building, structure or improvement, each lot shall be landscaped, and such landscaping shall be restored and/or maintained following any reconstruction, alteration or maintenance of any such residence, building, structure or improvement. If any residence is not landscaped within sixty 60 days of such completion, Developer and/or Homeowners Association shall have the right to install acceptable landscape thereon and shall bill property owner for the cost thereof. 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 Architectural Control Committee.

2.2.12 Privacy & Party Walls. Walls must be constructed of stucco, rockwall, and wrought iron and may be used for accent, privacy or screening for cars and service areas of the residence. The color of the walls must conform to the same color standards as described above for other structures and must be approved by the Architectural Control Committee.

(a) 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 Control Committee

(b) 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 any zoning ordinance. The party walls shall be no more than six (6) feet in height, or as approved by the Architectural Control Committee.

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

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

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

(c) 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, then 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.

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

(h) In addition to meeting other requirements of the 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 shall first obtain the written consent of the adjoining owner.

(i) 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 requesting party shall have the right and power to choose both arbitrators.

2.2.13 Service Yard. Walls are required as screening for any outdoor maintenance and service facilities which are not otherwise enclosed.

2.2.14 Foundations. All exterior wall materials must continue down to within three (3) inches of finish grade.

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 and approved by the Architectural Control Committee.

### 3. ARCHITECTURAL REVIEW PROCEDURES

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

3.2 Review of Plans. The Architectural Control 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 Architectural Control Committee unless specifically requested by the Committee. Plans submitted will be marked "APPROVED" or "DISAPPROVED," whichever the case may be 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 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 Submittal. Plans including all of the materials outlined below, are to be submitted to the Architectural Control Committee.

3.3.1 All 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 plans submitted shall include:

(a) Site plan (at a scale of no less than 1" = 20') showing the location of the residence and all buildings or other structures and 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, the location of all existing utility lines and proposed utility hook-ups and tap-ins, utility depth, locations and connections and finished floor elevations, including garage.

(b) Any Owner submitting plans for approval to the Architectural Control Committee shall be responsible for the verification and accuracy of all lot dimensions, grade elevations, and the location of the natural terrain and drainage easements. Each Owner shall certify to the accuracy thereof before the Architectural Control Committee will undertake its review.

(c) All roof plans and floor plans (at no less than 1/8"=1'D") which shall include a summary of calculations of square footage with limitations prescribed in Sections 2.2.3 and 2.2.4 of these Guidelines and a construction cross section showing floor and elevation at highest point of roof.

(d) Exterior elevations 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 Architectural Control Committee.

3.4 Applicable Governmental Certifications and Permits. 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 Architectural Control Committee. Construction shall not commence until all of the above requirements are satisfied.

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

3.6 Resubmittal of Plans. In any event of disapproval by the Architectural Control Committee of either a preliminary or final submission, a resubmission of plans should follow the same procedures as the original submittal.

3.7 Work in Progress Inspection. The Architectural Control 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 Architectural Control Committee with work in progress or compliance with these Guidelines or the Declaration.

3.8 Right of Waiver. The Architectural Control Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion.

3.9 Commencement of Construction. Upon receipt of final approval from the Architectural Control 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 Owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alterations, 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 Architectural Control Committee prior to the expiration of said one-year period, the time for such commencement is extended in writing by the Architectural Control Committee. Such extension may be granted or denied at the sole discretion of the Architectural Control 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 Architectural Control Committee shall notify the Declarant or Association of such failure, and the Declarant or Association, at their option, shall either complete the exterior in accordance with the approved plans or remove the improvement, and the Owner shall reimburse the Declarant or Association for all expenses incurred in connection therewith.

#### 4. ARCHITECTURAL CONTROL COMMITTEE

4.1 Architectural Control Committee Membership Organization. The initial Architectural Control Committee shall consist of one member approved by Declarant. This approved member is **DAN BROWN**.

#### 4.2 Appointment of Members.

4.2.1 Until the Turnover Date as defined in the Covenants, Conditions and Restrictions for Tuscan Ridge Villas, the right from time to time to appoint and remove all members of the Architectural Control Committee shall be, and is hereby, reserved to and vested solely in Declarant.

4.2.2 The right from time to time to appoint and remove members of the Architectural Control Committee on and after the Turnover Date shall be reserved to and vested in the Homeowner's Association. If the Declarant fails to exercise its rights of appointment as hereinabove provided or records an instrument waiving such rights, the Association shall thereupon and thereafter have the right to appoint and remove all members of the Architectural Control Committee.

4.3 Resignation of Members. Any member of the Architectural Control Committee may resign at any time from the Committee upon written notice delivered to Declarant or to the Association, whichever then has the right to appoint and remove members.



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

4.5 Meetings. The Architectural Control 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 Architectural Control Committee unless the unanimous decision of its members is otherwise required by the Declaration or these Guidelines. The Architectural Control Committee shall keep and maintain a record of all action from time to time taken by the Committee at such meetings or otherwise.

4.6 Compensation. Unless authorized by the Declarant or Association, the members of the Architectural Control 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 Architectural Control Committee function or duty. Professional consultants retained by Architectural Control Committee shall be paid such compensation as is agreed to by Committee. Such compensation shall be a Common Expense of the Association.

4.7 Amendment of Guidelines. The Architectural Control Committee may, from time to time and in its sole discretion, adopt, amend, and repeal by majority vote, rules and regulations, to be incorporated into, or amendments of these Guidelines, which, among other things, interpret, supplement, or implement the provision of these Guidelines. 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 Guidelines and shall thereupon have the same force and effect as if they were set forth herein. Each owner is responsible for obtaining from the Architectural Control Committee a copy of the most recent Guidelines.

4.8 Non-Liability of the Architectural Control Committee and Declarant. Neither the Architectural Control Committee, any member thereof, nor the Declarant 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, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, 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.

Neither the Architectural Control Committee, any member thereof, nor the Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or other Person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every Owner or other Person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, that he or she will not bring any action or suit against the Architectural Control Committee, any member thereof, or Declarant to recover damages. Approval by the Architectural Control Committee, any member thereof, or the Declarant shall not be deemed to be a representation or warranty that the Owner's plans or specifications or the actual construction of a residence or other improvement complies with the applicable governmental ordinances or regulations, including but not limited to zoning ordinances and local building codes, nor that the proposed residence or other improvements will be located on a lot owned by

the Person submitting the plans and specifications. It shall be the sole responsibility of the Owner or the other Person submitting the plans to the Architectural Control Committee or performing any construction to comply therewith.

4.9 Enforcement. These Guidelines may be enforced by the Architectural Control Committee, the Association, or Declarant 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 aU 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 Occupational Safety and Health Act Compliance (OSHA) All applicable OSHA regulations and guidelines must be strictly observed at all times.

5.2 Construction Trailers, Portable Field Offices, etc... Any Owner 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 Architectural Control Committee. Such temporary structures shall be located only in a location approved by the Architectural Control Committee and shall be removed upon completion of construction.

5.3 Debris and Trash Removal Owners and builders shall clean up all trash and debris on the construction site at the end of each day. One dumpster for every 2 lots shall be provided by Builder and will be placed prior to construction. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the project. 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 or burning trash anywhere on the lot or in the Project, except in areas, if any, expressly designated by the Architectural Control 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 clean-up costs incurred by the Architectural Control 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 or private roads, open spaces, and driveways or other portions of the Project.

5.4 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 Architectural Control Committee.

5.5 Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, other lots or the Common Areas. All vehicles will be parked so as not to inhibit traffic, and within designated areas so as not to damage the natural landscape.

5.6 Excavation Materials. Excess excavation materials must be hauled away from the Project.

5.7 Blasting. No blasting will be permitted.

5.8 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 to the Owner of the lot. Upon completion of construction, each Owner and Builder shall clean its 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 Architectural Control Committee, and repair of streets, driveways, drains, culverts, ditches, signs, lighting, and fencing.

5.9 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:

5.9.1 Changing oil on any vehicle or equipment on the site itself or other than at a location designated for that purpose by the Architectural Control Committee.

5.9.2 Allowing concrete suppliers and contractors to clean their equipment other than at locations designated by the Architectural Control Committee.

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

5.9.4 Using disposal methods or units other than those approved by the Architectural Control Committee.

5.9.5 Careless disposal methods for cigarettes and other flammable material.

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

5.11 Signage. Temporary construction signs shall be limited to one sign per site not to exceed sixteen (16) square feet of total surface area. In addition, one 4' x 8' sign shall be allowed at entrance to the Subdivision (Project) by each participant Builder.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed.

TUSCAN RIDGE VILLAS

TUSAN VALLEY PROPERTIES

BY: [Signature]  
DAN BROWN PRESIDENT

SUSBCRIBED and sworn to before me on this 9<sup>th</sup> day of February, 2105

[Signature]

Notary Public  
State of New Mexico



OFFICIAL SEAL  
SHANNA C. BLOUNT  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 4/18/15