

Filed Feb. 3, 1969

2824

263234

DEED  
RESTRICTIONS

VISTA REDONDA UNIT "A"

STATE OF NEW MEXICO )  
                          ) ss.  
COUNTY OF SANTA FE )

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Franell Corporation, d/b/a Franell of Texas Corporation, being the owner and developer of all of the land constituting VISTA REDONDA UNIT "A", as per map or plat recorded in the map records of Santa Fe County, New Mexico, do by these presents state that said property in said subdivision is and shall be subject to the following stipulation, restrictions and conditions which are hereby made covenants running with the land and which shall apply to and be binding upon the purchasers, their heirs, executors and administrators. Said covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date of the filing of these restrictive covenants, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or party, his or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate, any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

✓ (1) All lots in this tract shall be known and described as residential lots, and there shall not be erected on any one lot, as such lot may be described or prescribed or designated according to the map or plat of Vista Redonda Unit "A", as filed and recorded in the Santa Fe County Map or Plat Records, more than one private dwelling house, guest house or servant house, and necessary outhouses, and said premises shall be used for single dwelling purposes only.

✓ (2) No building shall be erected, placed or altered on any building plot in this subdivision until complete building plans, specifications, exterior color scheme, together with a plat plan showing the location of the building and any auxiliary buildings, drives or other proposed improvements have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of C. C. Ladenberger, Margaret E.



Ladenberger, and William Lumpkins, or by a representative designated by a majority of the members of said committee. In the event of death or the resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after June 1, 1994. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

✓(3) The exterior construction of any dwelling erected on any lot shall be of Stucco, Rammed Earth, Adobe, Stone, Adobe veneer, Stone veneer or other approved prefabricated or synthetic materials provided written consent is given by the committee appointed to pass on the plans and specifications. Wood siding may be used for the second story, garage and other outhouses may be of frame weatherboard, if approved by the committee. Dwellings shall conform to southwestern architecture or pueblo, ranch or Spanish as approved by the above designated committee.

✓(4) All driveways to all lots in this subdivision shall be entered only from streets dedicated in this subdivision and in no case from State Road No. 22, and property owners shall provide at least a 15-inch culvert at his driveway to meet County specifications.

✓(5) On all lots in this addition, no dwelling for primary living quarters shall be erected which contains less than 1,200 square feet of ground floor space, or in case of one and one-half or two story dwellings, not less than 1,200 square feet of ground floor space, exclusive of porches, terraces, garages and outbuildings. Guest houses or servant quarters shall be limited to one building and shall contain at least 240 square feet.

✓(6) No dwelling house or any outhouses, garages or stables shall be erected on any lot at a point nearer than 50 feet from any property line. AND all buildings shall be completed within 24 months from starting date of construction.

✓(7) All utility lines on any lot in this subdivision shall be provided by lot owner and shall be underground; this shall include all utility lines constructed between buildings on any lot. Oil or gas storage tanks may be above ground, and shall be screened from street and other lots.



✓(8) No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

✓(9) No animals, poultry or livestock, of any kind, shall be raised, bred, or kept on any lot, except that four dogs, four cats, four horses and/or 12 chickens or any other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All horses and chickens shall be fenced on owners' lots and dogs and cats shall not be allowed to become an annoyance or nuisance.

✓(10) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash, garbage or other waste shall be disposed of by lot owner at approved County dumping grounds.

✓(11) No boundary fence on any lot shall be of barbed wire or chicken wire.

✓(12) a. Residential lots shall not be subdivided.

b. No old or second-hand buildings shall be moved on any lot in the subdivision.

c. No outdoor-type toilet shall be erected or maintained and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with State and County health laws and regulations. Each property owner will supply his property with a garbage can of not less than 20 gallons capacity. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

d. No brush, trash or other material shall be burned, except in compliance with existing fire regulations.

e. No public or private rodeos shall be carried on upon any lot or tract in the subdivision.

✓(13) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

✓(14) No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence temporarily, nor shall any structure of a temporary character be used as a residence.

✓(15) No gas meter, or gas or oil storage tank shall be set nearer the street than the front or side of dwelling unless the meter is of an underground type.

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✓(16) No garage, servant house, garage house or outbuilding shall be occupied by owner, tenant, or anyone prior to the erection of main dwellings. It is further agreed and stipulated that the breach of any of the foregoing conditions and covenants, within twenty-five (25) years from the 1st day of February, 1969, shall not affect any mortgage, or other lien, which in good faith at that time may be existing upon said property or any improvements thereon.

WITNESS MY HAND at Santa Fe, New Mexico, this 3rd day of February, A.D., 1969.

FRANELL CORP. d/b/a FRANELL OF TEXAS CORPORATION

BY: C. C. Ladenberger  
C. C. Ladenberger, President

ATTEST:

Margaret E. Ladenberger  
Secretary

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) ss.

BEFORE me, the undersigned authority, a Notary Public, in and for Santa Fe County, New Mexico, on this day personally appeared C. C. Ladenberger, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office, this 3rd day of February, A.D., 1969.

Jose C. Corbett  
Notary Public

My Commission Expires:

8-15-72



STATE OF NEW MEXICO 1-314,854  
COUNTY OF SANTA FE  
I hereby certify that the foregoing instrument was duly executed and acknowledged before me on the 13th day of February, 1969, at Santa Fe, New Mexico.  
Notary Public  
Roberto P. Lopez



289858

DEED RESTRICTION AGREEMENT

THIS AGREEMENT, entered into this 2nd day of January, 1972, by and between the Deed Restriction Committee of FRANELL CORPORATION d/b/a FRANELL OF TEXAS CORPORATION, hereinafter called the "Committee", and WILLIAM A. STENSON and JULIA B. STENSON, his wife, hereinafter called "Stensons",

W I T N E S S E T H:

WHEREAS, FRANELL CORPORATION d/b/a FRANELL OF TEXAS CORPORATION, the owner and developer of all of the land constituting Vista Redonda Unit "A" described in a Plat recorded as Plat No. 314,853 in the records of Santa Fe County, New Mexico, has prepared and recorded certain deed restrictions relative thereto, and has appointed C. C. Ladenberger, Margaret E. Ladenberger and William Lumpkins as its Deed Restriction Committee with the powers and responsibilities set forth in said Deed Restrictions.

AND WHEREAS, Stensons are the owners of Lots 3 and 4, Block A, in Unit "A" of the said Vista Redonda Development of FRANELL CORPORATION, which lots are adjoining and contiguous, as described in a Plat recorded as Plat No. 314,853 in the records of Santa Fe County, New Mexico.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the mutual promises of the parties, and other good and valuable consideration recited hereafter, the parties hereto agree as follows:

1. Stensons shall use Lots 3 and 4, Block A, Unit "A" of Vista Redonda Subdivision as one single parcel for the life of the deed restrictions of said Unit "A", and shall not henceforth sell or otherwise dispose of said lots individually, separately or in any manner other than one parcel.

2. The Committee hereby approves the building plans

Lots 3 & 4  
Unit A



289859

recently submitted by Stensons and the construction location of their proposed dwelling in accordance with said building plans.

3. This Agreement shall run with the land and shall restrict the use and sale of the aforesaid Lots 3 and 4, Block A, Unit "A" of Vista Redonda Subdivision, owned by Stensons, and shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

Deed Restriction Committee of  
FRANELL CORPORATION d/b/a  
FRANELL OF TEXAS CORPORATION

By: C. C. Ladenberger  
C. C. LADENBERGER

By: Margaret E. Ladenberger  
MARGARET E. LADENBERGER

By: William Lumpkins  
WILLIAM LUMPKINS

STENSONS:

By: William A. Stenson  
WILLIAM A. STENSON

By: Julia B. Stenson  
JULIA B. STENSON

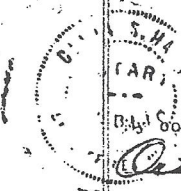
STATE OF NEW MEXICO ) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 2nd day of January, 1972, by C. C. LADENBERGER, MARGARET E. LADENBERGER, and WILLIAM LUMPKINS, all of the members of the Deed Restriction Committee of FRANELL CORPORATION, a Texas corporation, doing business in New Mexico as FRANELL OF



289560

TEXAS CORP.



*Amanda M. [Signature]*  
Notary Public

My commission expires:

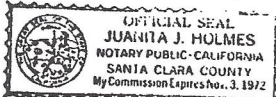
*October 30, 1973*

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA )

ss.

The foregoing instrument was acknowledged before me this  
26th day of January, 1972, by WILLIAM A. STENSON  
and JULIA B. STENSON, his wife.



*Juanita J. Holmes*  
Notary Public

My commission expires:

November 3, 1972

*[Handwritten signature]*  
FILED IN  
1972, 289  
90,858-860  
SANTA CLARA COUNTY  
340-015



*General*  
*File*  
*Copy*  
*Unit A*

265 16

*265*  
*16-17*

FIRST AMENDMENT TO DEED RESTRICTIONS  
OF VISTA REDONDA UNIT "A"

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Francell Corporation d/b/a Francell of Texas Corporation, being the owner and developer of all the land constituting Vista Redonda Unit "A", as per map or plat recorded in the Map Records of Santa Fe County, New Mexico, do by these presents amend and modify the original Deed Restrictions applicable to said Unit "A" dated February 3, 1969, as follows:

(17) Notwithstanding Paragraph 16 herein to the effect that no garage, servant house, garage house or outbuilding shall be occupied by owner, tenant, or anyone prior to the erection of main dwellings, Francell of Texas Corporation, its successors and assigns, shall have the right to construct a caretaker's cottage on Lot 2, Block C of Vista Redonda Unit "A" prior to the erection of a main dwelling thereon, said cottage to be occupied as a sales office and property manager's home in connection with the subdivision. Said cottage shall be constructed in accordance with the original Deed Restrictions regarding guest houses, shall comply therewith in all respects, and shall remain and exist for such time as in the discretion of Francell of Texas Corporation may appear proper. It is specifically intended by these presents and by this amendment to the original Deed Restrictions that, although for the benefit of all the lots of said Unit "A", only Francell of Texas Corporation, its successors and assigns shall have the right as granted by this paragraph and nothing herein shall be construed or understood to allow any other owner, tenant or anyone else whatsoever to violate the original Deed Restrictions and



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covenants regarding Viscas Redonda Unit "A".

WITNESS our hands at Santa Fe, New Mexico, this 2nd day of

April, A.D., 1969.

FRANELL CORPORATION d/b/a  
FRANELL OF TEXAS CORPORATION

BY: C. G. Lodenberger  
President

Accept:

Secretary

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) ss.

The foregoing instrument was acknowledged before me this 2nd day of April, 1969, by C. G. Lodenberger, President of Franell Corporation d/b/a Franell of Texas Corporation, a Texas Corporation, on behalf of said corporation.

James L. Landolt  
Notary Public

My Commission Expires:

2-16-72

NOTARY PUBLIC  
JAMES L. LANDOLT  
316, 788  
69-3-26  
17  
Rosa M. Llamas



## SECOND AMENDMENT TO DEED RESTRICTIONS

STATE OF NEW MEXICO )

1 SS.

COUNTY OF SANTA FE )

1179914

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, being the owners of land constituting Vista Redonda Unit "A", as per map or plat recorded in the Map Records of Santa Fe County, New Mexico, do by these presents amend and modify the original deed restrictions applicable to said Unit "A" dated February 3, 1969 as stated below:

Said covenants are to run with the land, and shall be binding on all parties and all persons claiming under them to twenty (20) years from the date of the filing of these amended restrictive covenants, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

PARAGRAPH TWO (2) IS HEREBY AMENDED TO READ AS FOLLOWS: No building shall be erected, placed or altered in any building plot in this subdivision until complete building plans, specifications, external color scheme, together with a plat plan showing the location of the building and any auxiliary buildings, drives or other proposed improvements have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect



to topography and finished ground elevation by an architectural committee approved by the Board of Directors of the Vista Redonda Homeowners Association which committee currently exists of John Rubel, Rolfe M. Steffen and Mark Hagedorn or by representation designated by a majority of the Board of Directors of the Vista Redonda Homeowners Association. In the event of the death or the resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove such design and location. In the event such committee or its designated representative fails to approve or disprove such design and location within 30 days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant.

1179916

Betsy Hackman  
Betsy Hackman

STATE OF CALIFORNIA     )  
                                  )   SS.  
COUNTY OF LOS ANGELES   )

The foregoing Amendment to Deed Restrictions was subscribed,  
sworn to and acknowledged before me on JUNE 5, 1995, by  
BETSY ~~STEVE~~ HACKMAN  
J. Kim

Jong Hyuck Kim  
NOTARY PUBLIC

My Commission Expires:  
AUGUST 15, 1997





1179917

Gene Hackman  
Gene Hackman

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

The foregoing Amendment to Deed Restrictions was subscribed,  
sworn to and acknowledged before me on JUNE 5, 1995, by  
GENE HACKMAN.

Jong Hyuck Kim  
NOTARY PUBLIC

My Commission Expires:  
AUGUST 15, 1997



COUNTY OF SANTA FE 910, JS 429  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed for  
record on the 8 day of July, A.D.  
19 95 at 10:59 o'clock a.m. and  
was duly recorded in book 1077 page  
914 of the records of Santa Fe County.  
Witness my Hand and Seal of Office  
917 Jona G. Armillo  
County Clerk, Santa Fe County, NM  
Margie L. Linton  
Deputy

2075

1529471

1530514

**Third Amendment to the Deed Restrictions  
for Vista Redonda Unit A**

1. **Parties; Plats of Survey; Deed Restrictions.** The undersigned constitute a majority of the owners (Owners) of all of the subdivided lots constituting Vista Redonda Unit A as described in those certain *Deed Restrictions for Vista Redonda Unit "A"* filed for record in Book 263 at pages 234 through 237, as amended in Book 265 at pages 16 through 17, Book 289 at pages 858 through 860, Book 1179, pages 925-928, 929-932, 933-936, 937-940, 941-943, 944-947, 948-951, 914-917, 918-921, and 922-924, records of Santa Fe County, New Mexico ("Deed Restrictions").

2. **Property Affected by Deed Restrictions.** The Owners hereby confirm and agree that the real property governed by these Deed Restrictions is shown on the Plat of Survey titled *VISTA REDONDA UNIT "A"* ... filed for record on February 18, 1969 in Plat Book 18 at page 35, as such boundaries were adjusted by the plat of survey titled: *Lot Line Adjustment Tract "A" Vista Redonda M.D.W.C.A. and Tract "A" Sangre de Cristo Center Within Sections 7&8, T.18N., R.10E., N.M.P.M. Chupadero, New Mexico*, filed for record on November 21, 1997 in Plat Book 375 at page 040.

Vista Redonda Mutual Domestic  
Water Consumers Association

By: [Signature]  
Mark Berlin, its President  
Owners of Tract "A" Vista Redonda  
M.D.W.C.A., as shown on plat recorded  
in Plat Book 375 on page 040.

Christian Brothers Major Superiors

By: [Signature]  
Brother Bernard LoCoco, its Agent  
Owners of Tract "A", Sangre de  
Cristo Center, as shown on plat  
recorded in Plat Book 375 on page 040

**Acknowledgment**

State of New Mexico )  
 ) ss  
County of Santa Fe )

The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of July, 1998 by Mark Berlin, president of Vista Redonda M.D.W.C.A. on behalf of said Association.

[Signature]  
Notary Public

My Commission Expires: 06/01/00



**Acknowledgment**

State of Florida )  
 ) ss  
County of Palm Beach )

The foregoing instrument was acknowledged before me on this 8 day of July, 1998 by Brother Bernard LoCoco, agent, on behalf of the Christian Brothers Major Superiors.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

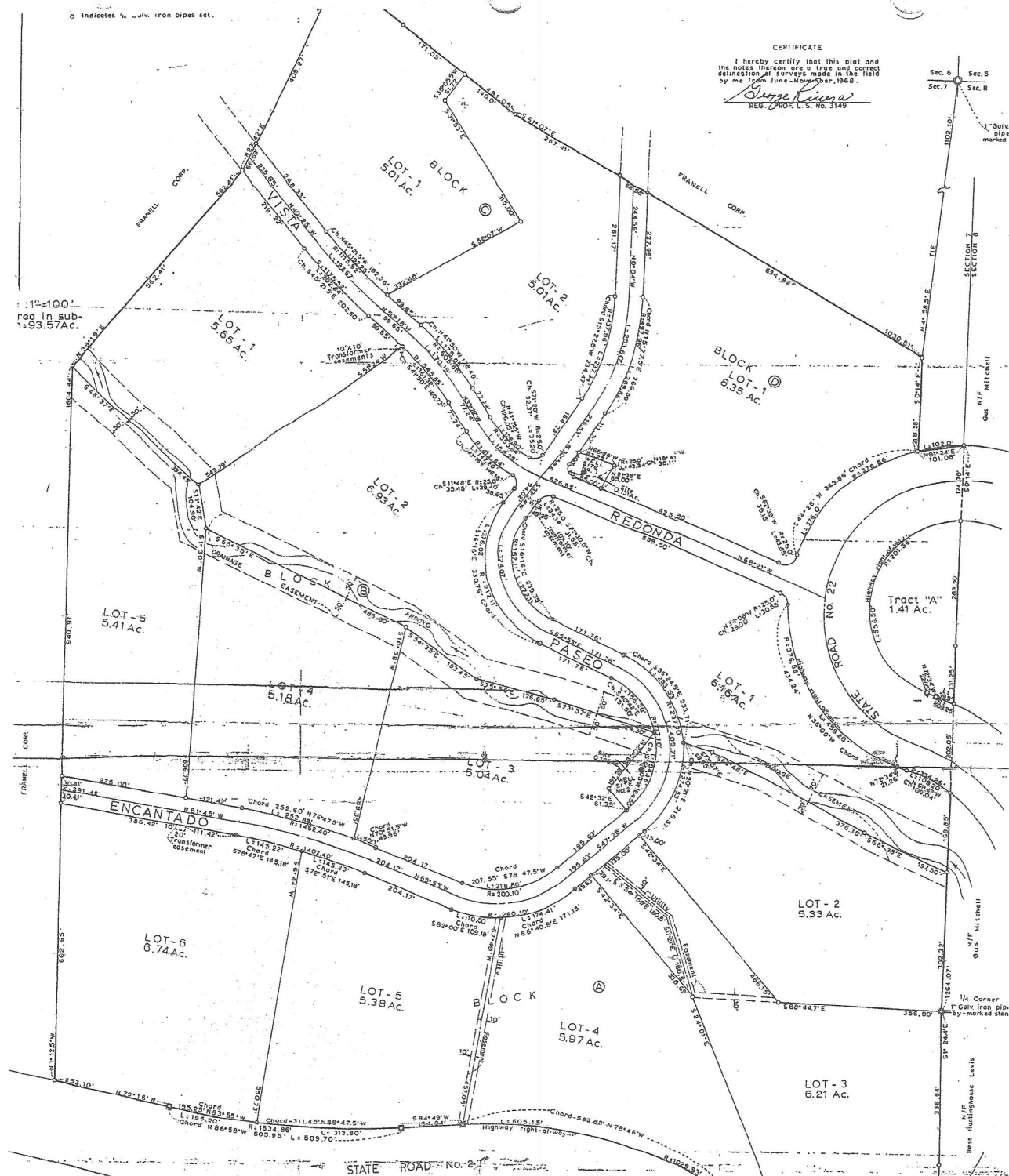


MARY E JOHNSON  
My Commission CC847488  
Expires Jun. 26, 2000





George Kivana  
REG. / PROF. L. S. No. 3149



OW ALL MEN BY THESE PRESENTS :

1. Franell Corporation doing business as Franell of Texas Corporation has made a subdivision of the herein described lands lying, situated and being within section 7 T-18-N, R-10-E NMPM, 10th Fe County, New Mexico, as shown on this plat thereof; That the subdivision is named as shall be known as:

## VISTA REDONDA UNIT "A"

[illegible]

## NOTES ON EASEMENTS

**Drainage**

Drainage easements not shown on this plat are hereby granted on their natural course, easements are also granted for drainage from road side ditches to the closest natural course.

Power & Telephone

Power and telephone lines will be underground and on the road right-of-way unless shown as utility easements.

**Note on driveways**  
The owner of each Lot will provide a 15" culvert, or as specified by the County on each driveway off the main Road to said Lots at the road way ditch.

COUNTY OF SANTA FE, N.M.

ACCEPTED by the Board of County Commissioners,  
County of Santa Fe at its meeting of 1954 10

Edna M. Mott John P. Mott  
Chairman County Clerk

APPROVED by Cassius Martin  
COUNTY SURVEYOR

APPROVED by the County Planning Commission at  
its meeting on \_\_\_\_\_ 1969

FRANELL CORPORATION D B A FRANELL OF TEXAS CORPORATION  
OWNERS  
C. C. Lashenberger  
President  
Attest Margaret E. Lashenberger  
Secretary  
ATE OF NEW MEXICO  
COUNTY OF SANTA FE  
I, this 31 day of Jan, 1968, before me appeared C.C. Lashenberger  
personally known, who being by me sworn did say that he is the president of the  
said Corporation and that he is the owner of the same.

VISTA REDONDA



**2007 Amendment to the Deed Restrictions for Vista Redonda  
Units A, B, C, D, E, F, and G**

A. The undersigned constitute a majority of all of the owners of all of the subdivided lots within each of the seven (7) units known as Vista Redonda Units A, B, C, D, E, F, and G of the Vista Redonda Subdivision (Subdivision) as shown on the plats of survey filed for record with the Clerk of Santa Fe County, New Mexico and further described on Schedule A. The lots within the Subdivision are subject to certain "Deed Restrictions," as amended, filed for record with the Clerk of Santa Fe County, New Mexico and further described on Schedule A (Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G). By the deeds of conveyance identified on Schedule A, the Deed Restrictions for Vista Redonda Unit G and the Deed Restrictions for Vista Redonda Unit F govern the use of real property located outside the Subdivision which real property is described on Schedule A.

B. It is the intention of the undersigned owners to amend the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G by this 2007 Amendment to the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G (2007 Amendment).

C. The undersigned owners, representing a majority of all votes allocated to the lots within each unit of the Subdivision, hereby adopt the following amendment to the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G.

**Now Therefore, Be It Resolved** that the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G are hereby amended to add the following paragraphs:

In the event of any inconsistency between this 2007 Amendment and the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G (Deed Restrictions), this 2007 Amendment shall prevail.

The Deed Restrictions may be amended, revised or restated by a document filed for record in the land records of Santa Fe County, New Mexico (Amendment) approved by affirmative vote or written consent of owners, or any combination thereof, representing sixty percent (60%) of the total votes allocated to all lots within Vista Redonda Units A, B, C, D, E, F, and G as shown on the plats of survey described on Schedule A (Subdivision). The Deed Restrictions shall run with and bind the lots within the Subdivision, and shall inure to the benefit of and be binding upon all owners of lots within the Subdivision, their respective legal representatives, heirs, successors, and assigns, in perpetuity.

The President and Secretary of the Association may certify that the requisite votes or written consents have been cast in favor of any Amendment. Such certification shall be deemed to be binding and effective to evidence the requisite approval of an Amendment. Any procedural challenges to an Amendment must be made within six (6) months following its recordation or such Amendment shall be presumed to have been validly adopted and binding on all owners of lots within the Subdivision. Invalidation of any provision of this 2007 Amendment, in whole or in part, or any application of a provision of this 2007 Amendment by judgment or court order shall in no way affect other provisions or applications.

The undersigned hereby approve and execute this 2007 Amendment as of the dates set forth below.

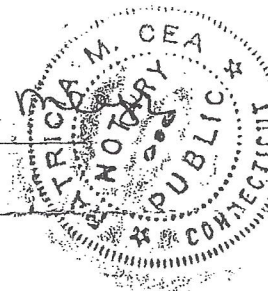
The undersigned hereby approve and execute this 2007 Amendment as of the dates set forth below.

Date: 5/16/07

Fred J. Meyer  
Fred J. Meyer  
Owner of Lot 10 and Lot 11 in Unit G

Date: 5/16/07

Marie-Noëlle Meyer  
Marie-Noëlle Meyer  
Owner of Lot 10 and Lot 11 in Unit G



**Acknowledgment**

CONNECTICUT  
State of New Mexico )  
FAIRFIELD  
County of Santa Fe )

The foregoing document was acknowledged before me this 16<sup>th</sup> day of May, 2007,  
by Fred J. Meyer and Marie-Noëlle Meyer, husband and wife.

Patricia M. Cea  
Notary Public

My commission expires:

My Commission Exp. Aug. 31, 2011



**2009 Amendment to the Deed Restrictions for Vista Redonda  
Units A, B, C, D, E, F, and G**

A. On July 10, 2008, the majority of all of the owners of all of the subdivided lots within each of the seven (7) units known as Vista Redonda Units A, B, C, D, E, F, and G of the Vista Redonda Subdivision (Subdivision) filed for record the 2007 Amendment to the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F and G as Instrument No. 1531722, records of Santa Fe County, New Mexico (2007 Amendment). The 2007 Amendment modified the "Deed Restrictions," as amended, filed for record with the Clerk of Santa Fe County, New Mexico and further described on Schedule A (Deed Restrictions) to the 2007 Amendment.

B. The 2007 Amendment permits the further amendment of the Deed Restrictions, if approved by affirmative vote or written consent of owners, or any combination thereof, representing sixty percent (60%) of the total votes allocated to all lots within Vista Redonda Units A, B, C, D, E, F, and G as shown on the plats of survey described on Schedule A to the 2007 Amendment (Lots).

C. The 2007 Amendment further permits the President and Secretary of the Vista Redonda Water and Property Owners' Association, Inc. (Association) to certify that the requisite votes or written consents have been cast in favor of any Amendment.

Now therefore, the defined terms set forth above are hereby incorporated in this 2009 Amendment to the Deed Restrictions for Vista Redonda Units A, B, C, D, E, F, and G (2009 Amendment) and the Deed Restrictions are further amended as follows:

**Driveways.** Paragraph (4) of the Deed Restrictions is deleted and the following substituted therefor:

(4) All driveways or road improvements within all Lots in this Subdivision shall be entered only from streets or roads previously dedicated in this Subdivision. All property owners shall provide at least a 15 inch culvert at each owner's driveway to meet County specifications. No driveway or road improvements shall be made or installed in a Lot in excess of the size and dimension necessary to serve the improvements within the Lot. After recordation of this 2009 Amendment, no driveway, roadway, right-of-way, access way, access easement or other similar use within a Lot shall serve or benefit any lands lying outside the Subdivision. No driveway, roadway, right-of-way, access way, access easement within a Lot shall be dedicated, in whole or in part, for public or private use to serve or benefit lands outside the Subdivision.

In witness whereof, the undersigned officers of the Association hereby certify that the foregoing 2009 Amendment has been approved by affirmative vote or written consent of owners, representing sixty percent (60%) of the total votes allocated to all Lots within Vista Redonda Units A, B, C, D, E, F, and G as shown on the plats of survey described on Schedule A to the 2007 Amendment.

Vista Redonda Water and Property  
Owners' Association, Inc.

Date: 3-9-09

By: [Signature]  
Harvey A. Simon, President

Attest:

Date: Mar. 9, 2009

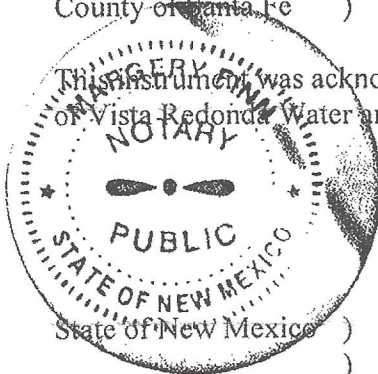
By: [Signature]  
Nancy N. Mudd, Secretary

**Acknowledgments**

State of New Mexico )

County of Santa Fe )

This instrument was acknowledged before me on March 9<sup>th</sup>, 2009, by Harvey A. Simon, President  
of Vista Redonda Water and Property Owners' Association, Inc., on behalf of said corporation.

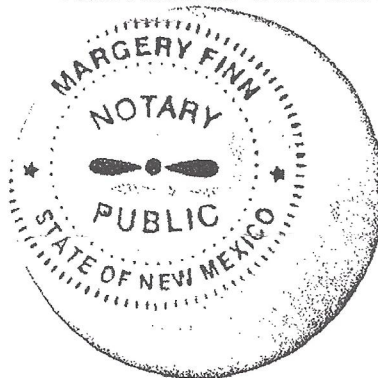


[Signature]  
Notary Public  
My Commission Expires: April 11, 2010

State of New Mexico )

County of Santa Fe )

This instrument was acknowledged before me on March 9<sup>th</sup>, 2009, by Nancy N. Mudd, Secretary of  
Vista Redonda Water and Property Owners' Association, Inc., on behalf of said corporation.



[Signature]  
Notary Public  
My Commission Expires: April 11, 2010

COUNTY OF SANTA FE ) AMENDMENT  
STATE OF NEW MEXICO ) ss PAGES: 2

Hereby Certify That This Instrument Was Filed for  
Record On The 16TH Day Of March, 2009 at 10:56:56 AM  
and Was Duly Recorded as Instrument # **1555565**  
of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Valerie Espinoza  
Deputy County Clerk, Santa Fe, NM