


MARIPOSA

NEW MEXICO

Guidelines for Sustainability

Neighborhood
Builder
Homes

*A High Desert Community
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A High Desert Community

When complete, Mariposa may be home to 18,000 or more residents. Mariposa will be, in the truest sense of the word, a community – one that contributes to the character of the surrounding region. However, it takes more than good architecture to make a community work and thrive. It takes good governance and foresight about how people live, work, and gather together. It takes an awareness of our impact on the environment, an understanding of the importance of resource conservation and a deep concern for the natural world.

Overlooking Rio Rancho, and the neighboring communities of Bernalillo and Albuquerque, the views from Mariposa encompass both the lights and energy of these urban centers and the natural wonders of Central New Mexico. Breathtaking panoramic views of the Jemez and Rio Grande Valleys, Mount Taylor, Jemez, Sangre de Cristo and Sandia Mountains are available from the community. The wonder of these unspoiled vistas is matched by the dramatic landscape within the community. Soft, rolling grasslands dotted with piñon and juniper contrast with a spectacular escarpment that cuts through the center of the community, affording awe-inspiring views of the remarkable high desert landscape below and beyond.

The underlying difference between Mariposa and other community developments is an understanding of the importance of the land. The stark beauty of the property may be one of the greatest draws to living at Mariposa. Development at Mariposa must be respectful of the land, have an appreciation of the high desert landscape and a willingness to preserve and conserve the natural resources that give the site such value. Through land preservation and restoration, green building standards, water conservation and reuse, wildlife and plant habitat enhancement, and a comprehensive system of governance to ensure the successful implementation of these components, residents of Mariposa will be able to enjoy the natural wonders of Mariposa for generations.

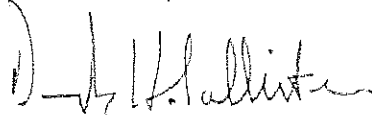
As stewards of this special land we are committed to the vision of a community conceived, designed and built to preserve nature's intricate balance. Careful stewardship will guide the planning, development and continued existence of Mariposa. Stewardship begins with the owner of the land, High Desert Investment Corporation, and our vision and commitment to making the best of the land – environmentally, socially and economically.

High Desert, as the Master Developer, and each individual builder/developer and owner will become a "partner" and important representative of Mariposa in our quest to achieve the vision for our community. These Guidelines for Sustainability will help ensure that all builders/developers and owners will be responsible for helping achieve the vision.

Our goal – an integrated and sustainable community that honors its New Mexican roots and natural habitats while providing a place that will endure.

We encourage you to fully read these guidelines, ask questions, adhere to the requirements and thoughtfully consider the recommendations, as you also become a steward of this special place.

Welcome to Mariposa New Mexico.



Douglas H. Collister
President

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INTRODUCTION TO MARIPOSA

A resource as precious as the land which comprises Mariposa demands utmost sensitivity. Years of exacting analysis, planning, design and exhaustive review were applied to determine the feasibility of integrating an active community within this delicate desert ecosystem.

The mandate set for Mariposa is to achieve "sustainable development." Sustainable development is a concept defined by the United Nations Commission of the Environment as achieving stability for both physical and social systems by meeting the needs of current generations without compromising the ability of future generations to fulfill their needs.

At Mariposa sustainability means design and construction in ways that are intended to preserve the resources, ecosystem and natural beauty of the property. Development will respect nature. A large percentage of the land will remain untouched in order that the rich habitats for plants and animals may continue to thrive. The arroyos will remain in their natural state with only the vegetation enhanced to increase the wildlife habitat.

Conservation systems are designed to yield improved quality of life and sustainability. Water harvesting and conservation goals will contribute to a continuing and plentiful supply of quality water. The application of design shall strive to enhance the visual and air quality at Mariposa through sensitive siting of homes and buildings, landscaping, use of lighting and construction standards. In addition, an extensive network of trails and pedestrian connections are planned to encourage fewer automobile trips within the community.

PRESERVING THE VISION

The prescription for designing and building a community which will truly be sustainable are set forth in these Guidelines. The criteria are provided as a starting point for the builder, homeowner and High Desert to collaborate in preserving the vision for this remarkable community. Our goal is to make Mariposa one of the most desirable places to live in the Southwest — a community that balances the needs of the homeowner with a concern for the future of environment.

ROLE OF THE FOUNDER

The Founder, pursuant to the Declaration of Covenants, Conditions, and Restrictions, will review all applications for new construction at Mariposa and to administer these Guidelines for Sustainability for Neighborhood Builder Homes ("Guidelines"). Each proposed development site plan, building design and landscape design will be evaluated for appropriateness and compliance with the objectives of these Guidelines. The Founder will review and approve all plans and applications for development and new construction at Mariposa by developers, professional builders and production homebuilders in accordance with these Guidelines.

After construction has been completed, the Founder, in accordance with these Guidelines, will administer any proposed modifications or additions to builder homes.

HOW TO USE THESE GUIDELINES

This document is structured for easy review and reference. It begins by introducing the design objectives for Mariposa and describes the approach to site planning, architecture, landscaping and sustainable living. It defines the steps for review and approval of projects and homes within Mariposa and presents the procedures to be followed during construction. All properties in Mariposa are also governed by the Community Charter for Mariposa Residential Properties (the "Charter), the Bylaws of the Mariposa Community Association Inc. and the Articles of Incorporation of the Mariposa Community Association,, Inc. (the "Articles of Incorporation"). The owners, builders and developers are responsible for any

restrictions and requirements listed in any recorded Supplemental Declarations or Guidelines for their property.

MARIPOSA GUIDELINES FOR SUSTAINABILITY – NEIGHBORHOOD BUILDER HOMES

These Guidelines are separated into various sections for convenience. However, they should be read completely to fully comprehend the intent. The Guidelines are divided into the following sections:

Site Planning

Landscape

Architecture

Sustainable Living

Residential Wiring

Procedures for Plan Review

Construction Regulations

SITE PLANNING

Site Planning at Mariposa is the melding of a number of design and land planning principles, which will allow the vision for this exceptional community to become a reality. Commitment to conservation, preservation and the enhancement of the natural environment is balanced with sensitivity to the economy and efficiency of contemporary building and construction.

SITE PLANNING PHILOSOPHY

Mariposa consists predominantly of high desert pinon-juniper, and interspersed grassland and sagebrush habitat. Water is scarce, with an annual precipitation of approximately 8", and under story vegetation is limited. Development in this environment must be carefully sited, with considerations of existing conditions, scale, architectural detail and orientation taking precedence in the planning and design process.

The Site Planning section of the guidelines, require careful consideration of the integration of buildings with their surroundings so as to minimize intrusion and impact on the environment. This section will introduce concepts to enhance energy efficiency, use storm-water runoff beneficially, minimize grading and site damage, preserve the night sky, preserve open space, preserve cultural resources and sites and respect for the environment.

CULTURAL SITES

Mariposa lies in a region rich in human history, with occupation stretching back nearly 10,000 years and spanning the development and arrival of numerous peoples, cultures, and technology. When the Spanish conquistadors entered the region, they recognized the sophisticated cultural developments found in the large Pueblo villages, and in their narratives commented on extensive agricultural fields and food surpluses, geographically vast trade and information networks, and complex social and religious organization. The arrival of the Spanish in the northern Rio Grande sent the region into a new trajectory of cultural development that continues today.

All of Mariposa has been surveyed for cultural resources. Field scientists, walking transects across the entire site, conducted a full pedestrian survey of the area. Over the course of the Mariposa Survey, numerous archaeological sites were recorded. The majority of the Mariposa Survey sites are lithic scatters much like those documented by other surveys on northern Ceja Mesa. The occurrence and distribution of these sites has been used to help guide the establishment of open space and conservation areas within Mariposa. Agreements have been reached with the New Mexico State Historic Preservation Office and Army Corp of Engineers to allow development of Mariposa with the appropriate strategies to mitigate unavoidable impacts to cultural resources within the project area.

The land plan and platting for all of Mariposa have avoided or fully investigated known cultural sites, thus no additional cultural investigation should be necessary for any construction activity within a Neighborhood. However, if any cultural sites are found during construction you are required to immediately inform the Founder and discontinue construction in that specific area.

GRADING AND DRAINAGE

Requirements and Recommendations:

- 1. Each Neighborhood will have a master grading and drainage plan that must be approved by the City of Rio Rancho and the Founder.**
- 2. Upon completion of construction of the grading/drainage infrastructure of the Neighborhood, the developer's engineer will certify what was constructed is in substantial conformance with the aforementioned approved master grading/drainage plan.**
- 3. The certified plan must be reviewed and accepted by the Founder.**
- 4. The finished pad elevation and drainage pattern of each lot within the Neighborhood will be established by the Engineer Certified and Founder Accepted plan.**
- 5. No changes to the finished pad elevation or drainage pattern of any lot is allowed.**

6. No weep holes or drainage pipes can be added to a completed wall unless a revised drainage and grading plan, prepared by a professional engineer, is submitted and approved by the Founder.

PARKING

Design Objective: To allow each resident adequate parking while minimizing the impact of the parking areas.

Requirements and Recommendations:

1. Each lot shall contain an enclosed garage, either attached or detached from the home structure capable of parking two vehicles.
2. No exterior storage of recreational vehicles, trailers, boats or other recreational equipment will be permitted on any lot.
3. A minimum of two (2) additional parking spaces must be provided on the lot to accommodate guest parking, unless otherwise approved by the Founder. In some cases guest parking may be provided elsewhere within the Neighborhood as part of the neighborhood design. On-street parking shall not be counted in satisfying this requirement.

DRIVEWAYS

Design Objective: To minimize the visual impact of the paved surface area and to harmonize with the home and streetscape.

Requirements and Recommendations:

1. Driveways should be located so as to minimize their visual impact
2. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, unless designed and constructed as an integral part of the house or garage.
3. No driveway entrance features are allowed.
4. Driveway widths and surface area should be minimized.
5. Only one driveway will be permitted for each lot.
6. Unless required or specifically approved, driveways will not be allowed off of major streets.
7. Exposed aggregate concrete, colored concrete, flagstone, pavers, brick or gravel are all encouraged driveway-paving materials. Each developer shall select one type of driveway material to be used throughout the neighborhood. Materials may be combined if approved by Founder.
8. Colored concrete should reflect the warm rich desert hues, be low in reflectivity and compatible with the surrounding natural environment.
9. Uncolored concrete may be used with approval of the Founder.
10. Sharing and "grouping" of driveways is encouraged.

SITE WALLS

Design Objective: The Southwest has a tradition of using walls to enclose outdoor spaces and to extend building masses and living areas into the landscape. Mariposa seeks to apply this tradition without creating the harsh maze typical of many suburban developments. Where possible, view walls, low walls, and "no walls" are preferred to promote an open and inviting residential community and help preserve all residents enjoyment of the natural environment.

Southwestern walls are typically constructed with considerable mass and thickness. View walls at Mariposa include open picket structures, which may appropriately be called fences but are structurally supported by pilasters with sufficient mass to create wall like appearance.

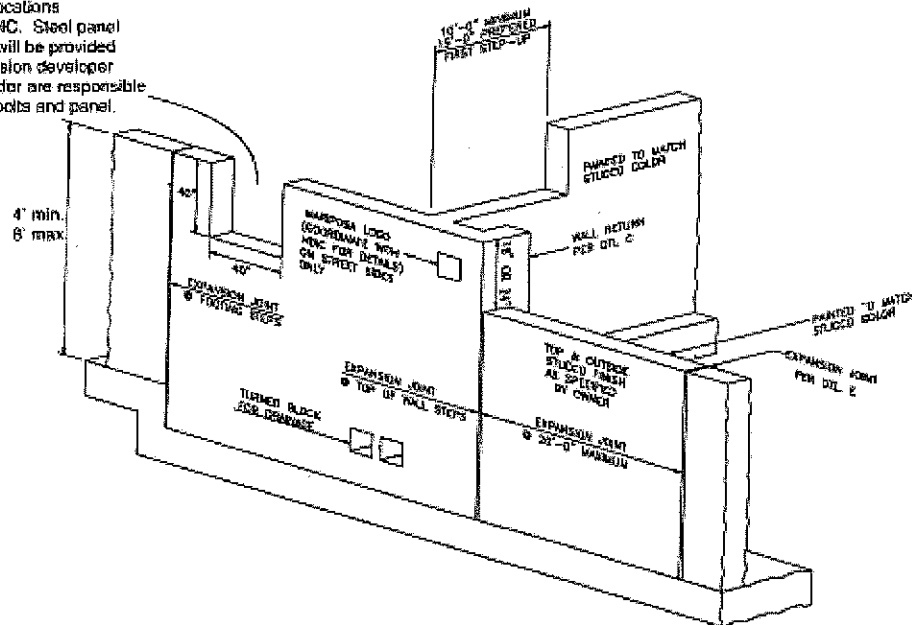
Types of Walls

The walls shown here are designs, which will occur throughout the community. Any walls for builder homes should be influenced by the design characteristics of these walls.

Definitions:

Community Walls: Community Walls shall conform to the standard design and specifications for Mariposa. Community Walls can be solid for privacy and screening or open to provide views to open space and other amenities.

Build 40"x40" opening for steel artwork panel at locations designated by HDIC. Steel panel and anchor bolts will be provided by HDIC. Subdivision developer and their wall builder are responsible for installation of bolts and panel.



JOINT & STEP DETAIL LAYOUTS
SCALE: NONE

Definitions:

Privacy/Party Walls: Walls placed on or within the property to provide privacy and separation between homes and lots or to provide screening of less desirable views. Privacy/Party Walls enclose private space and may be attached to buildings. Party Walls are shared common walls.

View Walls: Walls, which provide security but allow views through to open space or other amenities.

Retaining Walls: Walls, which structurally create transitions between grade changes, integrate grade changes; integrate buildings with their site and which minimize the impact of grading.

Requirements and Recommendations:

1. Community walls must be designed and built to the standard Mariposa specifications.
2. Community Walls cannot be modified after the original and accepted construction unless approved by the Founder.

3. Privacy and view walls should be designed to enhance the overall neighborhood theme, allow continuity in landscaping, and provide a visual amenity for the community. The exterior of Privacy Walls, where they face the street and are attached to the home must be of the same material and color as the home.
4. Party Walls must be the same color as the exterior of the Community Wall for the neighborhood. These walls may be either stucco or painted to match the Community Wall.
5. Consider using low walls and view walls to provide views from residences.
6. Privacy and Party Walls should be as low as possible with a maximum height of 8'-0" on interior of parcels without providing for terraced retaining walls.
7. Broken glass or other such material on top of walls is prohibited.
8. Privacy/Party Walls shall join Community Walls at the same top of wall elevation or lower.
9. Privacy or View Walls that are higher than Community Walls shall step down to the same top of wall elevation as community walls, at least 10 feet prior to point of connection, unless approved by Founder.
10. All exterior surfaces of Privacy or View Walls must be finished with a minimum of two coats of stucco or synthetic stucco, with medium sand finish on the public side. Privacy or View Walls may be detailed and finished to Community Wall standards or may be designed to be compatible with the building architecture. Only one design style will be allowed throughout a neighborhood.
11. No vertical additions or extensions will be allowed on top of any walls. No attachments are allowed, unless inset into the wall as a view wall and approved by the Founder.
12. All walls shall step, rather than slope, to accommodate grade changes.
13. To minimize wall lengths and open views to street landscape and open space, walls shall be stepped back at collector street corners and at corners adjacent to public open spaces.
14. Horizontal breaks, jogs, and variations in community wall heights are encouraged to minimize the monotonous corridor effect of long continuous walls along residential streets and open spaces.
15. Walls along both sides of walkways between residential lots shall match, be located and designed to make the walkway appear as open and spacious as possible. This can be accomplished by minimizing continuous wall lengths and through the use of view walls, low walls and railings along property lines, which do not require privacy.
16. Community Walls may be a maximum of eight (8) feet high and a minimum of four (4) feet on the exterior side of the wall, without terraced and landscaped retaining walls.
17. 40" x 40" openings in the Community Wall for artwork panel will be required as designated by High Desert Investment Corporation. The artwork panel and bolts will be supplied by H.D.I.C. and the neighborhood developer is responsible for installation.

UTILITIES

Design Objective: To incorporate utility structures into the Neighborhood in a visually un-obstructive matter but allowing maximum efficiency of the service.

Requirements and Recommendations:

1. All electric service, telephone, fiber optic and cable shall be located underground, except at above ground connection points.
2. Electric meters, gas meters and all other utility connections to the home should be screened from sight to the extent utility companies will allow.
3. Whenever possible, the electric switch boxes should be placed on the opposite side of the street where the pedestrian access facilities, sidewalks, or trails are located.

4. In no instance shall switch boxes be located so that walkways must jog around them.
5. Where the placement of walls does not provide adequate space for the switch boxes, the walls shall be setback to provide the required clearances.
6. It is anticipated that all homes will have access to a fiber optic system, which has been designed on a community wide basis. All homes must comply with the wiring specifications for homes, which can be found in the Residential Structured Wiring Section of these Guidelines.
7. Fire hydrants shall be located in accordance with the City of Rio Rancho. It is not desirable for the fire hydrants to be located in the walkways or trails.
8. The roof-mounted appurtenances of the individual home should be screened from adjacent properties, streets and open space. Adjacent in this case means abutting. This includes skylights, coolers, and air conditioning units. Solar collectors, located on a flat roof must be located below the parapet. If on a pitched roof, must match the roof color.

WALKWAYS AND TRAILS

Design Objective: Mariposa has created a community walkway and trail system that will connect Neighborhoods to each other, community facilities, public amenities, designated community open space and the Mariposa Preserve. Mariposa walkways and trails are intended to provide safe, functional, and aesthetically pleasing experience. These walkways and trails shall be provided within and between Neighborhoods as well as creating connections to allow all residents maximum pedestrian access throughout Mariposa.

Requirements and Recommendations:

1. Developers of Neighborhoods are responsible for connection of walkways and trails within a neighborhood to the community walkway and trail system.
2. Where possible, walkways should be located and aligned to maximize views of surrounding natural features and community open space.
3. Curved walkways should be designed as sweeping curves that create visually appealing landscape forms. Abrupt and irregular curves and jogs should be avoided. Curved walkways should not be used in areas that are too narrow to allow a sweeping curve.
4. All walkways within the Neighborhood shall be a minimum of 4 feet wide.
5. All walkways must be designed, whenever possible, for handicapped accessibility. The design of wheelchair ramps at the street intersections should be in accordance with Founder approved specifications and comply with City or Rio Rancho requirements as well as the Americans with Disability Act. This does not apply to community trails.
6. Walkways and trail designs and colors must be approved by the Founder and will be used uniformly throughout the neighborhoods.

EXTERIOR LIGHTING STANDARDS

Protecting Views of the Night Sky

Design Objective: Views of evening sunsets, city lights, and the New Mexico night sky are among the most enjoyable features of living at Mariposa. Views can be ruined, however, by excessive light from streetlights and homes. In order to protect these valued views, Mariposa lighting standards focus on limiting the type and quantity of light from these sources. Careful attention to the selection of fixtures, which are shielded or filtered to minimize ambient light, is essential to preserving night views.

Types of Exterior Lighting

Definitions:

Site Lighting: Lighting mounted either on the ground on site walls or by other means for the purpose of providing safe passage around the improvements. Site lighting is also decorative accent lighting.

Street Lighting: Mariposa has specified a special street light for use in all neighborhoods within the community that minimizes light pollution.

Building Mounted Lighting: Lighting built into or attached to buildings on walls, ceiling, eaves, fascias or other locations for the purpose of providing general illumination, area illumination, security illumination or decorative illumination.

Security Lighting: Lighting intended to provide temporary bright general illumination of the area adjacent to a residence during emergency situations. Security lighting must be Fully Shielded (defined below) and directed downward on to the owners property. These fixtures must also be set motion sensitive only.

Shielding and Filtering Requirements

Although proper shielding and filtering can dramatically reduce ambient light, care must also be taken in the selection of light sources.

Definitions:

Fully Shielded: Outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by photometric test report.

Partially Shielded: Outdoor light fixtures shielded or constructed so that no more than ten percent of the light rays are emitted from the installed fixture at angles above the horizontal plane as certified by photometric test report, may not exceed 40 watts.

Filtered: Light rays may be emitted directly from the light source in a Filtered Fixture, if the light source is no greater than 25 watts (or equivalent), is filtered through a frosted, seeded/beveled or semi-opaque lens/filter and/or is covered with material or design, which allows only limited light to be emitted.

Requirements and Recommendations:

1. **Submission for approval of lighting plans should include the following information:**
 - a) **Locations, types of illuminating devices, fixtures, lamps, supports, reflectors and other devices must be shown on plans.**
 - b) **Description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices and dimensions of the fixtures. The description may include, but is not limited to catalog "cut sheets" by manufactures and drawings.**
 - c) **Photometric data, such as that furnished by manufacturers, showing the angle of cut off or light emissions.**
2. **All exterior lighting must be located and oriented to minimize light encroachment onto adjacent properties, streets and open space.**
3. **An excessive number of fixtures, excess light levels, or glare will not be allowed. The number and location of all exterior light fixtures must be shown on plans reviewed and approved by the Founder. Specific fixtures and specifications must be submitted for review and approval prior to installation.**
4. **Exterior fixtures mounted on buildings shall be no higher than the line of the first story eave or, where no eave exists, no higher than 12 feet above finished grade, and shall be, Fully Shielded,**

Partially Shielded or Recessed in ceilings or overhangs, unless approved by Founder or required by the City of Rio Rancho. This requirement also applies to lighting decks.

5. Only incandescent lamps with a maximum 40-watt total will be allowed unless otherwise approved by the Founder.
6. Up-lighting is not allowed unless shielded by a roof or eave.
7. If filtered light fixtures are proposed, the glass must be opaque or frosted in order to obscure the light source. Wattage will be limited to a maximum of a 25-watt total per fixture and the Founder may require lower wattage.
8. Security Lighting must be angled downward so that the light source is not visible from other properties or the street.
9. Circuiting and controls for Security Lighting must only be activated by heat or movement, so they are not continuous. Security Lighting may not be operated or used as general lighting.
10. Only one exterior light fixture is allowed per car bay on a garage.
11. Seasonal religious and holiday light displays are not covered by these guidelines. However, the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to property and other residents.
15. No lighting will be permitted in Natural Areas/Open Space or arroyo areas. Site Lighting must be confined to areas enclosed by walls, unless properly screened by landscaping and landforms (i.e. berms, rock outcrops), or be in the immediate vicinity of the main entrance, with the exception of walkways from the street to the front door. This lighting must be the minimum necessary for safe passage.
16. Site Lighting may be directed onto vegetation or prominent site features, such as boulders, but not on the building and must be approved by the Founder.
17. The use of solar landscape light fixtures and fluorescent fixtures are strongly encouraged to conserve energy.
18. The special Mariposa street light will be used for all streetlights within the community. Information and specifications on this fixture may be obtained from the Founder.
19. Warm white and natural lamps are preferred to minimize detrimental effects.

Prohibited lighting

The following lighting types are prohibited at Mariposa:

1. Metal Halide
2. Quartz*
3. Mercury Vapor
4. Laser Light or similar high intensity for advertising or entertainment
5. Searchlights

*For the purposes of these standards, quartz lamps shall not be considered an incandescent light source.

Street Lights

Streetlights required by the City of Rio Rancho are to be placed at intersections and at the end of streets as well as other locations. Founder has no responsibility for or control over the placement of streetlights. Care should be taken when designing views taking these streetlights into consideration. The streetlights were specially designed using a dark bronze color to blend with the background; are shielded to hide the light source directing light downward; have sharp cut-off lenses to minimize light pollution.

SIGNAGE

Design Objective: To make signage and address identification at Mariposa as unobtrusive and integral to the environment as possible. All signs at Mariposa must conform to a unified standard prescribed by the Founder.

Requirements and Recommendations:

1. Only one "For Sale" and/or resale sign placed on the lot must be of the standard sign size (not to exceed 4' X 4') unless approved by the Founder.
2. Owner may install address identification. Address numbers must be integrated into building walls, freestanding walls or, on mailboxes. Numerals may not exceed 6 inches in height and must be of materials and colors that harmonize with the building design. Address identification must be positioned so it is easily visible from the street.
3. Banners or other sign material attached to structures are not allowed.
4. Banners, flags and balloons are not allowed on any "For Sale" or open house signs.
5. On a model home site or complex up to three flags, no higher than 18 feet, may be allowed with Founder approval.
6. One sign per model home is allowed and must be approved by the Founder prior to installation.
7. One construction sign is allowed per lot, which must be removed upon completion of the house. Supplemental signs such as financing, subcontractors, interior designers, pool contractors, landscape contractors, or supplier are not allowed.

MAILBOXES

Each neighborhood will include a cluster mailbox, which must meet the design and location criteria of the U.S. Postal Service and the Founder. The Founder encourages the use of low landscape materials or view walls to help screen these units while still providing security and safety for the residents who use them.

BASKETBALL GOALS AND BACKBOARDS

Requirements and Recommendations:

1. Basketball goals may be installed with approval of the Founder (either permanent or temporary) unless specified otherwise in the Neighborhood Supplemental Declaration and/or Guidelines.
2. Developers are encouraged to provide a basketball goal with the neighborhood park for the use by the residents. If such a basketball goal is provided, the Founder may not approve individual goals within a reasonable distance of the common basketball goal.
3. Basketball goals/backboards should be located as close to the house/garage as possible to reduce the visible impact.
4. Founder may require landscaping for additional screening.

ANTENNAE AND FLAGPOLES

Requirements and Recommendations:

1. Special care should be taken to locate antennae or satellite dishes of any sort, in areas that minimize the visibility from neighboring lots, common areas, streets, or public areas.

2. No satellite dish larger than 24 inches in diameter is allowed. No vertical antennas are allowed, unless fully screened by parapet walls. The view of dish satellites from adjoining lots, open space or streets must be minimized by sitting and or screening.
3. The Founder must approve permanent and temporary flagpoles. Flagpoles may not be higher than the highest point on the house, adjacent to the flagpole location (excluding chimneys) and must be located in close proximity to the structure.
4. Decorative flags, balloons, beacons or banners are not permitted on any lot except as may be approved by the Founder for special events.

SERVICE YARDS

Requirements and Recommendations:

1. All garbage and trash containers, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities must be screened by walls from other lots, streets, common areas, or public spaces.

UNDER SLAB DUCTS

Requirements and Recommendations:

1. To avoid potential problems with water entering under slab ducts it is encouraged that consideration be given to eliminating under slab ducts, or making under slab duct work impervious to water.

UTILITY METERS AND MECHANICAL EQUIPMENT

Requirements and Recommendations:

1. All utility meters and exterior equipment must be painted to match the building color and/or be screened with a wall or landscaping material.
2. It is strongly encouraged that utility meters and exterior equipment be placed in a location that does not interfere with the front elevation of the residence.
3. All exterior mechanical equipment (roof or ground mounted) must be screened from view of the street, open space and adjacent properties, as determined by the Founder.
4. The Founder must approve the location of all exterior mechanical equipment and screening prior to installation. Every effort should be made to show the location and screening on all plans at the time of submittal.
5. Any changes to approved location or screening of mechanical equipment, must be approved by the Founder.

RADON GAS PROTECTION

Requirements and Recommendations:

1. Although there has been no indication that significant amounts of radon gas are present in the soil of Mariposa, Founder recommends that a competent professional test each building site for the presence of radon gas.
2. If a determination is made that a radon gas ventilation system is needed, the design professional should be made aware of this and include it in the design of the residence.

LANDSCAPE

The goals of the landscape design for Mariposa are ensuring an aesthetically pleasing landscape which maintains the existing character of the site while minimizing water use for irrigation; increasing the habitat available to wildlife; and producing s fewer allergens than an unplanned landscape with similar quantity of plant material. To achieve these goals, vegetation used at Mariposa must be predominantly native plant material. To maintain the existing character of the site, native plants will be drawn from plant communities, which are found, on the property or in the region. Plant communities are groups of plants that thrive within similar sun, soils and water conditions. Dominant plant communities will be expanded with particular emphasis on those containing large shrubs and trees. Some plant materials found on the site, while native to New Mexico but not indigenous to Mariposa, will be considered inappropriate for certain areas within the community. This planting concept at Mariposa will help blend new construction gracefully into the existing landscape.

MARIPOSA LANDSCAPE

Requirements and Recommendations:

1. Developers are required to provide a streetscape plan to be used as the basis for all of the front yards with the Neighborhood and the Founder must approve this plan. Landscape concepts for the entries and along exterior community walls will be designed and constructed by the Founder. Also a Neighborhood Private Open Space/Park plan must be approved by the Founder, which includes but not limited to the designs of play areas and outdoor spaces, that include central recreation and landscape amenities, such as a Neighborhood basketball goal or fountain.
2. The Developers/Builders must install the landscaping in the front yard of each house in accordance with the approved streetscape plan.
3. Traditional Blue Grass and other similar turf are not allowed in visible areas and cannot be used in the front or side yards unless behind a courtyard wall or solid gate, but can be used in the rear yard.
4. As will be shown on the streetscape plan, there will be no limit using Buffalo Grass, Blue Grama Grass and other native grasses in front yards.
5. The streetscape plan must show the minimum number, size, variety and general location of native plants and trees required for the front yard.
6. All plant materials in public areas, front and side of homes, must be from the Mariposa approved plant list.
7. Plant materials, which are not on the approved Mariposa plant list, will not be allowed in the public areas of the lots but may be planted in limited quantities and type in the rear and side yards, with approved by the Founder, as long as they are placed behind a wall.
8. Views of non-native materials from adjacent properties, streets and open space must be minimized. This may require maintaining a specific height restriction of non-native plant materials.
9. Gravel, rock, crushed or decomposed granite or other such material as well as wood chip or other similar mulches or groundcovers should not be the prominent feature of the front yard landscaping at plant maturity. These ground cover materials should not be the focus or principal elements of the landscape plan but, if used, should be an accent.
10. All aspects of Common Area landscaping are to be maintained by the Mariposa Community Association.
11. After completion of the initial landscaping, any modifications or additions by the property owner must be submitted to the Founder for approval.
12. Plants on the prohibited list may not be planted anywhere in Mariposa

THE PLANT COMMUNITIES OF MARIPOSA

Design Objective: A native plant palette has been developed to ensure that landscapes within the development are consistent with the aesthetic of the Master Plan, water conservation objectives and wildlife conservation goals. Use of a plant palette that is dominated by native plants will establish a sense of place and belonging for the developed properties at Mariposa. The adjacent arroyos will remain in their natural state.

Requirements and Recommendations:

1. There are two plant communities in Mariposa, the developed areas and the arroyos. The developed areas include the landscaped areas of the lots, parks and common areas.
2. The major arroyos on the site shall be maintained in their natural state. If disturbances are caused by roadway, drainage or utility construction, replanting with plants from the native palette is required.

PLANTING GUIDELINES

Design Objective: Care should be taken to protect existing plants at Mariposa where practical.

Requirements and Recommendations:

1. Although not required, it is hoped that Developers/Builders will protect existing and significant plants by designing around or transplanting them.
2. Competent professionals should be consulted prior to transplanting any natural materials.
3. All projects and yards must be maintained in a neat and attractive condition. The minimum requirements include replacing dead or dying plant materials, weeding, watering and general clean up.
4. All plantings outside of the community wall in the streetscape common area must be from the approved Mariposa Plant List. Oasis or non-native planting may be installed but only behind the walls of the property.
5. Landscaping in front yards and all common areas shall be completed with all irrigation and trees installed, shrubs and grass planted within two months of completion of building construction.
6. The use of buffalo grass or other approved native grass turf is encouraged when appropriate.
7. All landscaping materials installed in Mariposa must comply with the following minimum size standards.

Vegetation Type	Min. Size Standards
Deciduous Trees	2" caliper (standard) or 8' height (mulit-trunk)
Evergreen Trees	8' Height
Shrubs	5 gallon
Groundcovers	1 gallon

APPROVED PLANT LIST

Design Objective: The Founder has deemed the plants included in the following list to be indigenous to and compatible with the Mariposa environment and requires their use.. Any species not on this list may not be planted or installed at Mariposa without written approval from the Founder.

Common Name	Scientific Name
<i>Trees</i>	
Arizona Walnut	Juglans major
Arizona White Oak	Quercus arizona
Austrian Pine	Pinus nigra austriaca
Bigtooth Maple	Acer grandidentatum
Box Elder	Acer negundo

Bristlecone Pine
 Chitalpa
 Chokecherry
 Desert Willow
 Eastern Redbud
 Emory Oak
 Escarpment Live Oak
 Fragrant Ash
 Gambel Oak
 Gray Oak
 Hackberry
 Hawthorn Species
 Hoptree
 Limber Pine
 Mexican Elder
 Nettleaf or Common Hackberry
 New Mexico Locust
 Oklahoma Redbud
 One-seed Juniper
 Pinon Pine
 Prarie Flameleaf Sumac
 Purple Robe
 Quaking Aspen
 Rocky Mountain Maple
 Rocky Mountain Juniper
 Scotch Pine
 Shrub Live Oak
 Smoke Tree
 Soap Tree Yucca
 Southwestern White Pine
 Velvet Ash
 Vitex
 Wavyleaf Oak
 Western Redbud

Pinus arstata
 Chiltaipa Tashkentensis
 Prunus virginiana
 Chilopsis linearis
 Cercis canadensis
 Quercus emoryi
 Quercus fusiformis
 Fraxinus cuspidata
 Quercus gambelli
 Quercus grisea
 Celtis occidentalis
 Crataegus sp.
 Ptellea trifoliata
 Pinus flexilis
 Sambucus mexicanas
 Celtis reticulata
 Robinia neomexicana
 Cercus reniformis
 Juniperus monosperma
 Pinus edulis
 Rhus lanceolata
 Robinia ambigua
 Populus tremuloides
 Acer glabrum
 Juniperus scopulorum
 Pinus sylvestris
 Quercus turbinella
 Cotinus
 Yucca eiata
 Pinus stroblformis
 Fraxinus velutina
 V. angus-castus
 Quercus undulata
 Cercis occidentalis

Shrubs

Algarita
 Algerita
 Antelope Bitterbrush
 Apache Plume
 Austrian Copper Rose
 Autumn Sage
 Beargrass
 Big Beargrass
 Bigleaf Sage
 Bluemist Bluebeard
 Broom Dalea
 Brownspine prickly pear
 Buffaloberry
 Butterflybush
 Chamisa
 Cherry Sage
 Chokecherry
 Cholla
 Cinquefoil (potentilla)
 Cliff felderbush
 Cliff-rose
 Club cholla
 Compact Oregon Grapeholly
 Coralberry
 Creeping Oregon grape
 Curl Leaf Mt. Mahogany
 Desert Broom
 Desert Ceonothus

Mahonia trifoliolata
 Berberis haematocarpa
 Purshia tridentata
 Fallugia paradoxa
 Rosa foetida bicolor
 Salvia greggii
 Nolina texana
 Nolina Microcarpa
 Artemisia tridentata
 Caryopteris x clandonensis
 Psorothamnus scorparius
 Opuntia phaeacantha
 Shepherdia canadensis
 Buddeia alternifolia
 Chrysothamnus nauseosus
 Salvia greggii
 Prunus vigernana
 Opuntia imbricata
 Potentilla fruticosa
 Fendlera rupicola
 Cowania mexicana
 Opuntia clavata
 Mahonia aquifolium "compact"
 Symphoricarposorbiculatus
 Berberis repens
 Cercoparpus ledifolius
 Baccharis salicina
 Ceanothus greggii

Desert Prickly Pear	<i>Opuntia engelmannii</i>
Dunebroom	<i>Parryella filifolia</i>
Dwarf Butterfly Bush	<i>Buddleia davidi nanohensis</i>
Dwarf Chamisa	<i>Chrysothamnus depressus</i>
False Indigo	<i>Amorpha fruticosa</i>
Feather Dalea	<i>Dalea formosa</i>
Fernbush	<i>Chamaebatiaria millefolium</i>
Four Wing Saltbush	<i>Atriplex canescens</i>
Fringe Sage	<i>Artemisia frigida</i>
Gardner's Saltbush	<i>Atriplex gardneri</i>
Golden Current	<i>Ribes aureum</i>
Green Sotol	<i>Dasyirion leipphyllum</i>
Greenleaf Manzanita	<i>Arctostaphylos patula</i>
Greyleaf Cotoneaster	<i>Cotoneaster glaucophylla</i>
Hedgehog cactus	<i>Echinocereus</i> spp.
Horehound	<i>Marrubium vulgare</i>
Joint Fir	<i>Ephedra torryana</i>
Lady Bank's Rose	<i>Rosa banksiae "Lutea" or Alba'</i>
Littleleaf Sumac	<i>Rhus microphylla</i>
Mariola	<i>Parthenium incanum</i>
Morman tea	<i>Ephedra viridis</i>
Mountain Mehogany	<i>Cercocarpus montanus</i>
Mugo Pine	<i>Pinus mugo</i>
New Mexico Agave	<i>Agave neomexicana</i>
New Mexico Olive	<i>Forestiera neomexicana</i>
Oregonillo	<i>Aloysia wrightii</i>
Perry's Agave	<i>Agave parri</i>
Persian Yellow Rose	<i>Rose foetida persica</i>
Pointleaf Manzanita	<i>Arctostaphylos pungens</i>
Prarie Sage	<i>Artemisia ludoviciana</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Red-Osier Dogwood	<i>Cornus stolonifera</i>
Rock Spray	<i>Holodiscus dumosus</i>
Rocky Mountain Zinnia	<i>Zinnia grandiflora</i>
Sand Cherry	<i>Prunus besseyi</i>
Scotch Broom	<i>Cytissus scoparius</i>
Seapweed	<i>Baccharis glutinosa</i>
Serviceberry	<i>Amelanchier alnifolia</i>
Shadescale	<i>Atriplex confertifolia</i>
Siberian Peashrub	<i>Caragana arborescens</i>
Silver Buffaloberry	<i>Shepherdia argentea</i>
Silverberry	<i>Elgagnus pungens</i>
Silverlace Vina	<i>Polygonum aubertii</i>
Smooth Sumac	<i>Rhus giebra</i>
Snowberry	<i>Symphoricarpos Albus</i>
Soaptree Yucca	<i>Yucca eiata</i>
Soaptree Yucca	<i>Yucca glauca</i>
Sotol	<i>dasyilirion wheeleri</i>
Spanish Broom	<i>Spartium junceum</i>
Spanish Dagger	<i>Yucca baccata</i>
Staghorn Sumac	<i>Rhus typhina</i>
Summer Broom	<i>Genista lydia</i>
Summer Broom	<i>Genista multibracteata</i>
Threadleaf Sage	<i>Artemisia filifolia</i>
Three Leaf Sumac	<i>Rhus trilobata</i>
Turpentine bush	<i>Ericameria laricifolia</i>
Utah Agave	<i>Agave utahensis</i>
Utah Serviceberry	<i>Amelanchier utahensis</i>
Wax Currant	<i>Ribes cereum</i>
Western Virgin"s Bower	<i>Clematis ligusticifolia</i>
Western Sand Cherry	<i>Prunus besseyi</i>
Winter Jasmine	<i>Jasminum nudiflorum</i>

Winterfat
Winterfat
Wolfberry
Woodbine
Woods Rose

Herbaceous

Angelita Daisy
Autumn Joy Sedum,
Rosy Glow, Cape B
Beach Wormwood
Blackfoot Daisy
Blanket flower
Blue Butterflies' Dwarf Delph
Blue Flax
Blue Spurge
Blue-eyed Grass
Bowles Mauve-walflower
Bubblenum Mint
Bush Morning Glory
Bush Penstemon
Butterfly Weed
Cardinal Penstemon
Catmint
Chocolate flower
Common Thyme
Coral Mint
Creeping Baby's Breath
Curry Plant
Dakota Verbena
Dakota Verbena
Desert Beardtongue
Desert Marigold
Desert Sage
English Lavender
Fern Verbena
Firecracker Penstemon
Garden Sage
Garlic Chives
Gaura
Gayfeather
Germander, creeping
Giant Four-O'Clock
Globemallow
Golden Aster
Hen-n-Chicks
Hummingbird Mint
Hummingbird plant,
California Fuschia
Indian Paintbrush
James Penstemon
Kinnikinnick
Lady Bank's Rose
Maximillian Sunflower
Mexican Evening Primrose
Mexican Hat
Mexican Sage
Mock Strawberry
Moonshine Yarrow
Narrowleaf Penstemon
Nodding Onion
Oregano
Organ Mt. Primrose
Ornamental Catmint
Palmer Penstemon

Eurotia lanata
Ceratoides lantana
Lycium pallidum
Parthenocissus inserta
Rosa woodsii

Hymenoxys acaulis

Sedum spp.
Artemisia stelleriana
Meiampodium leucanthum
Gaillardia spp.
Delphinium chinensis hybrid
Linum lewisii
Euphorbia myrsinites
Sisyrinchium bellum
Ervsimum linifalium
Agastache cana
Ipomoea leptophylla
Penstemon ambigvus
Asclepias tuberosa
Penstemon cardinalis
Nepeta mussini
Berlandiera lyrata
Thymus vulgaris/serpyllum
Agastache rupestris
Gypsophila repens
Helichrysum angustifolium
Verbena bipinnatifida
Verbena bipinnatifida
P. pseudospectabilis
Baileya multiradiata
Silvia dornii
Lavandula angustifolia
Verbena bipinnatifida
Penstemon eatonii
Salvia officinalis
Allium tuberosum
Gaura lindheimeri
Liatris punctata
Teucrium chamaedrys
Mirabilis multiflora
Sphaeralsia spp.
Chrysopsis villosa
Sempervivum
Agastache rupestris

Zauschneria californica
Castilleja species
Penstemon jamesii
Artostaphylos uva-ursi
Rosa banksiae "Lutea" or "Alba"
Helianthus maximiliani
Oenothera berlandiera
Ratibida columnifera
Salvia leucantha
Duchesnea indica
Achillea taygetea
Penstemon angustifolius caudatus
Allium cernuum
Origanum spp.
Oenothera organensis
Nepeta mussini
Penstemon palmeri

Paper Flower
 Penstemon
 Perky Sue
 Peruvian Verbena
 Pincushion
 Pineleaf Penstemon
 Pink Chintz
 Pitcher Sage
 Plains Verbena
 Powis Castle Wormwood
 Purple Aster
 Purple iceplant
 Purple Prairie Clover
 Pussytoes
 Rayed Cota
 Red Hot Poker
 Rocky Mountain/Desert Zinia
 Rocky Mountain Penstemon
 Roman Wormwood
 Rosemary
 Rue
 Russian Sage
 Santolina
 Scarlet Bulger
 Scarlet Mint
 Serbian Yarrow
 Siberian Iris
 Silver Speedll/Birdseye/
 Turkish Speedwell
 Silverleaf Groundsel
 Snow-in-Summer
 Soapwort
 Starflower
 Sundrops
 Sunrose
 Sweet Sand Verbena
 Wasatch Penstemon
 Western Verain
 White Evening Primrose
 White Yarrow
 Wild Marigold
 Wild Onion
 Winecups
 Woody Veronica
 Woolly Lamb's Ear
 Woolly Thyme
 Wrights Buckwheat
 Yellow Evening Primrose
 Yellow iceplant
 Yerba de Mansa

Psilostrophe tagetes
 Penstemon linariodes
 Hymenoxys species
 Verbena peruviana
 Dianthus simulans/tiny rubies
 Penstemon pinifolius
 Thymus praecox
 Salvia azures grandiflora
 Verbena canescens
 Artemisia aabrotanum
 Machaeranthera bigelovii
 Delosperma cooperi
 Petalostemum purpureum
 Antennaria spp.
 Thelesperma filifolia
 Kniphofia uvaria
 Zinnia graniflora
 Penstemon strictus
 Artemisa pontica
 Rosmarinus officianalis
 Ruta graveolens
 Perovskia atriplicifolia
 Santolina chamaecyparissus
 Penstemon barbatus
 Stephys coopicee
 Achilas serbioa/milefolium
 Iris siberica
 Veronica incana/allioni/alba
 cunefolia/filliformis/liwanesis
 Senecio longilobus
 Cerastium tomentosum
 Saponia ocymoides
 Ipheon uniflorum
 Caylophus hartwegii
 Hellanthenun nummularlum
 Aronia fragrans
 Penstoman cyananthus
 Verbena wrghtii
 Oenothera caespitosa
 Achillea millefolium
 Dyssodia acerosa
 Allium geyeri
 Callirhoe involucrata
 Veronica pectinata
 Stachys lanata
 Thymus pseudolanuginosis
 Eriogonum wrightii
 Oenothera missouriensis
 Delosperma nubigenum
 Anemopsis californica

Grass

Alkali Sacaton
 Ariba Western Wheatgrass
 Black Grama
 Blue Avena Grass
 Blue Grama
 Buffalograss
 Burro Grass
 Bush Muhly
 Cheyenne Indian Grass
 Dwarf Feathertop

Sporobolus airoides
 Pasoopyrum smithii
 Bouteloua eriopoda
 Helictotrichon sempervirens
 Bouteloua gracilis
 Buchloe dactyloides
 Scieropogon brevifolius
 Muhlenbergiaporteri
 Sorghastrum nutans
 Pennisetum villosum

Galleta	Hilaria jamesii
Giant Sacaton	Sporobolus wrightii
Hairy Grama	Bouteloua hirsuta
Indian Ricegrass	Oryzopsis hymenoides
Little Bluestem	Andropogon scoparius
Mountain Muhly	Muhlenbergia montana
Redondo Arizona Fescue	Festuca arizonica
Regal Mist	Muhlenbergia capilaris
Ring Muhly	Muhlenbergia torreyi
Sano Bluestem	Andropogon hallii
Sand Dropseed	Sporobolus cryptandrus
Sand Lovegrass	Eragrostis trichodes
Side-oats Grama	Bouteloua curtipendula
Silver Bluestem	Andropogon barbinodis
Spike Dropseed	Sporobolus contractus
Sporobolus cryptandrus	Sand Dropseed

Reclamation Seed Mix

The reclamation seed mix must be used to restore all Transition Areas disturbed during the construction process. The most appropriate seed mix is as follows:

Scientific Name	Common Name	Lbs/Ac
<i>Bouteloua curtipendula</i>	Sideoats Grama "Niner"	9.0
<i>Bouteloua gracilis</i>	Blue Grama "Hachita"	9.0
<i>Hilaria jamesii</i>	Indian Rice Grass "Paloma"	4.0
<i>Oryzopsis hymenoides</i>	Galleta "Viva"	
<i>Sporobolus cryptandrus</i>	Sand Dropseed	2.0
<i>Muhlenbergia porteri</i>	Bush Muhly	1.0
<i>Fallugia paradoxa</i>	Apache Plume	0.5
<i>Ceritoides lanata</i>	Winterfat	1.5
<i>Chrysothamnus nauseosus</i>	Chamisa	0.5
<i>Verbena bipinnatifida</i>	Fern Verbena	0.75
<i>Aster Bigelovii</i>	Purple Aster	0.5
<i>Senecio longilobus</i>	Thread leaf Groundsel	0.5
<i>Sphaeralcea coccinea</i>	Scarlet Globemallow	0.25
<i>Baileya multiradiata</i>	Desert Marigold	0.5
<i>Linum lewisii</i>	Blue Flax	0.5

Prohibited Plants

These are plants, which will grow in the Albuquerque area, but due to inappropriate biological or visual characteristics, are prohibited from use anywhere on an Estate or Premiere Lot.

- All Palm Trees
- European Olive - *Olea europaea*, and *Elaeagnus angustifolia*
- Tamarisk or Salt cedar - *Tamarix* spp.
- Cypress - *Cupressus* and *Chamaecyparis* spp.
- Elms - *Ulmus pumila*
- Mulberry - *Morus alba*
- Narrow leaf Cottonwood - *Populus angustifolia*
- Broadleaf Cottonwood - *Populus deltoides*
- Valley Cottonwood - *Populus fremonti* 'Wislizeni'
- Poplar Cottonwood - *Populus nigra*
- Ponderosa Pine —

WATER CONSERVATION GOALS

Design Objective: Mariposa seeks to become a model for efficient water use in this arid New Mexican environment. The guidelines for landscaping, building design and construction are conceived to minimize consumption and encourage reuse. Mariposa will continuously promote consciousness about conservation and use, to assure that the water needs of the community and the region are realized. In order to meet the water conservation goals, the following policies for water use at Mariposa shall apply (see the Sustainable Living section of these Guidelines for more information and details on water conservation).

Requirements and Recommendations:

1. **No resident shall waste water through excessive watering or cause the flow of waste or excess water onto adjacent property, streets or open space.**
2. **Specific water conservation requirements and recommendations for the interior of the home are listed in the Sustainable Living section of these Guidelines.**
3. **No individual wells are allowed at Mariposa.**
4. **Irrigation and watering can not be conducted between 10:00 a.m. to 6:00 p.m. during non-freezing months or at the restricted times in accordance with the governing regulations.**

Landscape Irrigation

Requirements and Recommendations:

1. **Irrigation system design with head to head coverage will be required for all non-native lawn areas.**
2. **Permanent overhead spray irrigation systems are prohibited on all lots.**
3. **Where irrigation of non-turf area is necessary, drip irrigation systems or bubbler systems should be used.**
4. **Temporary irrigation systems for non-turf areas are encouraged.**
5. **Irrigation systems shall be designed so that peak summertime lawn irrigation can be completed between the hours of 6 pm and 10 am or at restricted times according to governing regulations.**
6. **Pressure vacuum breaker (PVB) or reduced pressure backflow preventer (RP) is required for all residential irrigation as specified by the City Building Code**
7. **An electric, solid-state controller is required for all systems and shall be equipped with a master valve terminal and at least two fully independent programs.**
8. **All irrigated turf grass shall utilize remote electric control valves installed in valve boxes and shall comply with the City of Rio Rancho or Founder requirements where applicable. No manual valves are allowed.**
9. **In no case shall heads irrigating turf grass throw directly into a planting bed, foundation structure, parking lot, sign face, roadway, attached sidewalk, or walkway.**
10. **All turf within public right-of-ways shall be buffalo grass or approved native grasses.**

Pools and Water Features

Requirements and Recommendations:

1. **Decorative pools shall be limited to three hundred (300) square feet in surface area. Sheet and cascade water features are preferred, and vertical jets with a vertical height greater than six feet are not allowed.**
2. **Swimming pools are limited in size to nine hundred (900) square feet.**
3. **Water fountains, or water features, can be located outside the courtyard area if it approved by the Founder. In no case shall it exceed six feet in height from the finished grade.**

Water Harvesting

Design Objective: Water harvesting at Mariposa refers to a number of techniques and collection systems, mostly passive, which collect and convey a portion of the storm waters generated from the developed portions of the Lot to natural or landscaped areas within the Lot. The use of water harvesting techniques provides a method of delivering moisture that might otherwise be lost, to enhance the growth of the native vegetation and landscaping (see the Sustainable Living section of these Guidelines for more information).

Requirements and Recommendations:

1. **The use of hidden roof top storage, cisterns, and other techniques for capturing and utilizing rainfall and natural drainage is strongly encouraged and may become a useful and attractive part of the drainage for the lot.**
2. **Above ground swales and ponds, if designed properly, can act as attractive water harvesting features.**

ARCHITECTURE

The objective for the architecture at Mariposa is to establish the highest standard of quality for the design of buildings and sensitivity to the environment. The architectural character of Mariposa should reflect the casual elegance of southwestern living. Southwestern character is derived from a wide variety of historic, geographic, cultural, climatic and thematic influences including Native American, Hispanic, Mexican, Anglo, and the experience of the American West, including recognition of the influence technology and industrialization have had on the region. The architecture of Mariposa should reflect the rich heritage of tradition in this special place we live.

Architectural character results from a composite of site, form, materials, colors and detailing. Care should be taken to closely adhere to the specific allowable architectural style selected, and not mix elements from various architectural styles.

Building in the stark, yet radiant beauty of this desert setting requires respect for this fragile environment.

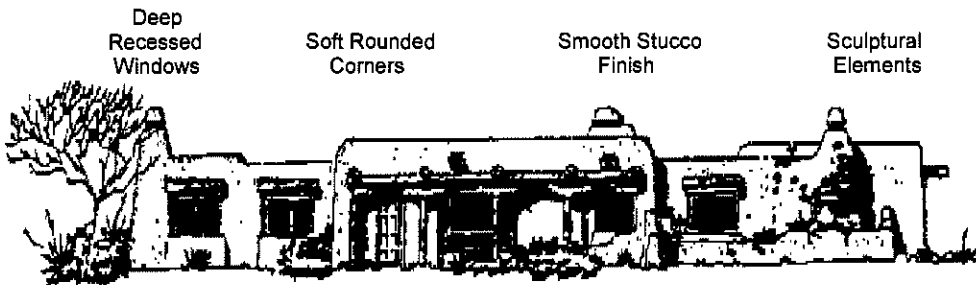
A section of the Guidelines, entitled "Sustainable Living" at Mariposa details, among other things, the role architecture plays in sustainable building.

ARCHITECTURAL STYLES ALLOWED IN MARIPOSA

The possibilities of making a strong regional statement by combining past and present, old and new, guide the selection of the architectural styles at Mariposa. The following is a description of the approved architectural styles for Mariposa, with guidelines for how those styles should be applied. Other architecturally relevant styles may be considered and approved by the Founder.

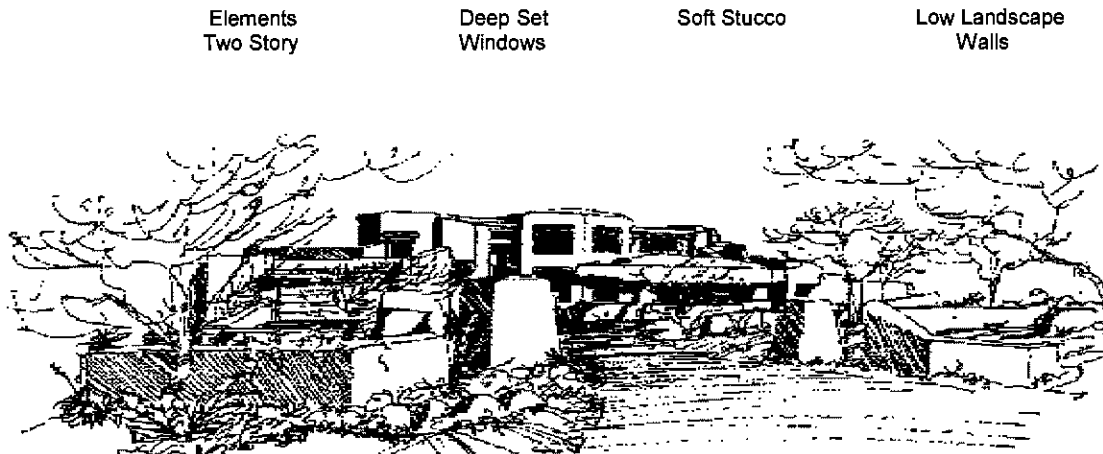
Pueblo Style

Pueblo style is walled architecture recalling the low adobe, flat roofed dwellings of the northern New Mexico Pueblo Indians. Characterized by the "Pueblo Revival" buildings of historic Santa Fe, pueblo style incorporates deep-set doors and windows, dramatically recessed portals or patios, walled entry corners and edges, radius corners and edges, and is always finished in earth tone adobe. The pueblo style uses no arches or pitched roofs and relies exclusively on post and beam or bearing wall construction. Interesting massing and soft edged smooth stucco are distinctive features of this style.



Contemporary Pueblo Style

Contemporary interpretations of pueblo style must be historically or stylistically based on the traditional pueblo or pueblo revival architecture, but with skill and sensitivity can successfully incorporate large glass areas and higher ceilings and walls, crisper lines, nontraditional geometric forms and may include combinations of stone and more contemporary materials without losing the sense of strength and mass of the thick adobe walls. This architectural style is often characterized by the absence of nonfunctional decoration and the lack of traditional pueblo decorative ornamentation or detailing.



Territorial Style

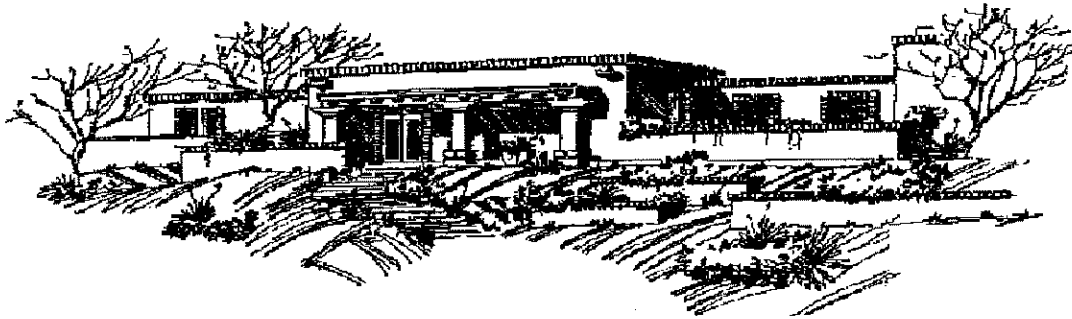
Territorial style is walled architecture, which simulates the low, flat roofed dwellings of territorial New Mexico, during a period when sawmills and brick kilns were first introduced into New Mexico. Brick copings, on the parapet caps, wood columns and decorative wood door and window casings, characterize the style. The territorial style uses no arches or pitched roofs and relies on post and beam and bearing wall construction. Stucco, brick or frame construction, means doors and windows may not be as deeply set, and the edges and corners are not as soft as in the Pueblo style.

Brick or Tile Caps
on Parapets

Flat Roofs
with Low Parapets

"Walled In"
Courtyards

Low Landscape
Walls

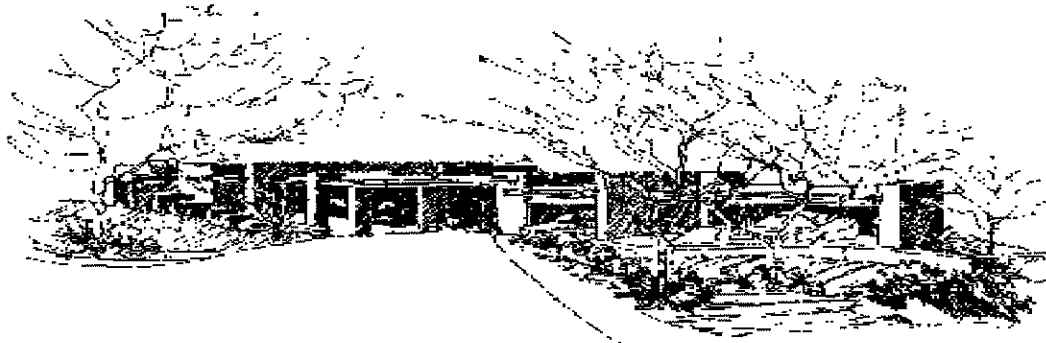


Contemporary Style

Although contemporary architecture is a somewhat ambiguous label, at Mariposa it refers to buildings created today, whose interpretive art form may or may not be historically or stylistically based. Contemporary design embraces the modernist's exploration of technology and new materials and may result in buildings of lighter weight and often unusual or non-classical geometries. To make them more compatible with the Mariposa environment, contemporary style should incorporate set backs and overhangs, interesting use of windows and window setbacks, be carefully integrated with their sites and incorporate strong horizontal lines. With care, contemporary designs can be climatically derived, sensitively and indigenously structured while exploring non-classical and non-stylistic forms, geometries and spaces, and result in highly compatible, environmentally appropriate architecture. Contemporary architecture at Mariposa should reflect the timeless qualities that are always associated with great design and not rush to embrace fleeting fads.

Smooth Plaster Walls, Split Face Block or
Stone, Colored Concrete

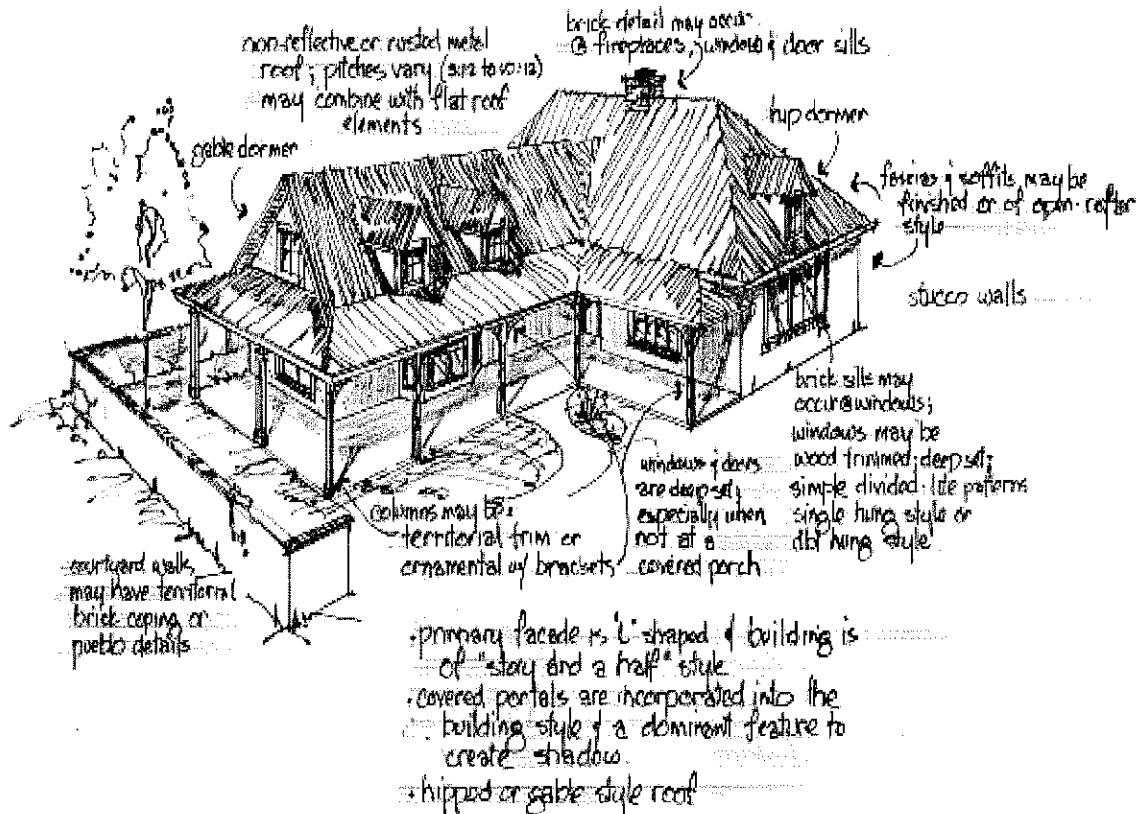
Multi-stepped Wood Fascia



Northern New Mexico Style

Northern New Mexico style, as defined for Mariposa, is most notably characterized by the metal roof. Historically, the metal roof became the preferred method of protecting the exterior stucco surfaces of adobe and territorial facades of homes in the mountainous regions of our state. It is characterized by non-reflective gray metal roofs, hipped and/or gabled, and may include traditional dormers or gable end dormers. Pitches may vary from building to porch or from one roof plane to another; are not greater than 12:12 or less than 3:12 pitch. Column details may be territorial, have ornamental brackets or even have traditional pueblo round viga posts and corbels. Window details may be territorial or pueblo, but in all cases should be recessed not less than 2" from the exterior of finished stucco exterior wall. Bay windows may occur. Overhangs may be finished with fascias and soffits, or open rafter style, are not greater than 24", or 12" at dormers. Brick details may occur at chimney caps, door and windowsills and topping courtyard walls.

Historically, roof spans were much short than those employed today and as a result traditional northern New Mexico style homes kept very much to scale with the walls that supported them. Since spans of today's trussed roof buildings are greater and have a tendency to create a non-characteristic overstated roof, some flat roof areas with territorial brick parapets or soft rounded pueblo parapets may be used in conjunction with the metal roof. Alternatively, large spans may be broken up by varying plate heights so roofs do not overwhelm the structure.



Spanish Colonial/Spanish Mission Style

Spanish Colonial and Spanish Mission styles, while characterized as uniquely different, have often been used in New Mexico with overlapping components.

The clay tile roofs that characterize this style are most often low slope, less than 6:12 pitch, primarily gable end style. Spans of the pitched areas are usually quite short, so varying plate heights for different roof planes is strongly encouraged to keep the character of the style from being overwhelmed by an out of scale roof. Pueblo flat-roof parapets may be used in combination with the tile roof areas to minimize the scale of roofed areas. Overhangs are typically open rafter or short with stucco detail. Gable-end features may include ornamental windows or round tile attic vents. Window placements are irregular and deep set; in all cases at least 2" back from the exterior wall surface. Fireplaces vary from top to chimney and caps are detailed. Ornamental windows with iron detailing are common, as are entry doors. Second floor porch rails and columns are most often wood.



BUILDING HEIGHTS

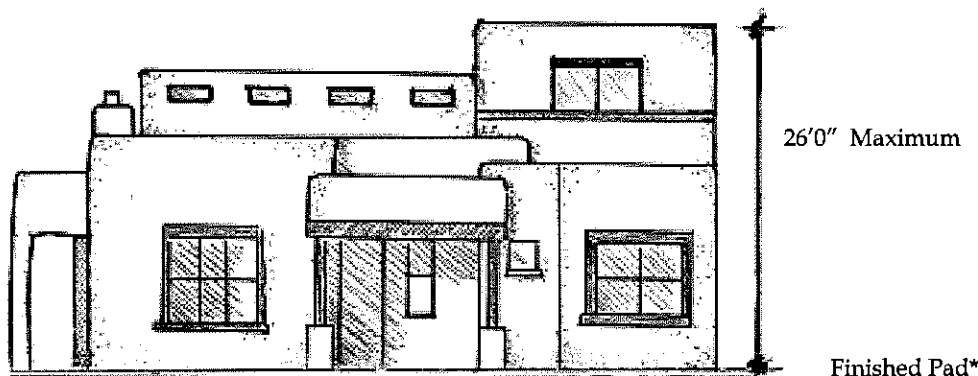
The topography and natural features of Mariposa are dramatically varied with ridges, arroyos and other elevation changes contributing immeasurably to the beauty and quality of the environment. Low profile buildings will minimize intrusion and impact and preserve views and the visual beauty of Mariposa. Therefore buildings should be as low as possible in order to integrate with their surroundings.

Requirements and Recommendations:

1. The maximum overall building height shall not exceed 26' 0" measured from the Approved and Certified Finished Pad Elevation of each lot to the highest point on the structure, excluding chimneys. Pitched roofs are measured to the ridge.
2. The Finished Pad Elevation of each lot must be based on the Engineer Certified and Founder accepted Grading and Drainage Plan for each Neighborhood.

3. The elevation of the highest point on a proposed structure, excluding chimneys, must be indicated and identified as the highest point on all construction plans.
4. Pitched roofs may not exceed a five (5) inch in twelve (12) inch pitch.
5. It may be necessary to utilize flat roofs for portions of homes that have pitched roofs in order to minimize the span and visual impact of the pitched roof portion of the house. Spans of the pitched roof areas of northern New Mexico and Spanish Colonial/Mission styles are usually quite short, so varying plate heights for different roof planes may be required by the Founder to keep the character of the style from being overwhelmed by an out of scale roof.
6. Refer to the Building Massing section below and also the Roofs section.
7. Builders may not align more than 2 two-story homes adjacent to each other along the boundary of a neighborhood.

Measurements Of Building Heights



*Finished Pad Elevation of each lot must be from the Founder accepted and Developer's Engineer Certified Grading and Drainage Plan for each Neighborhood.

BUILDING MASSING

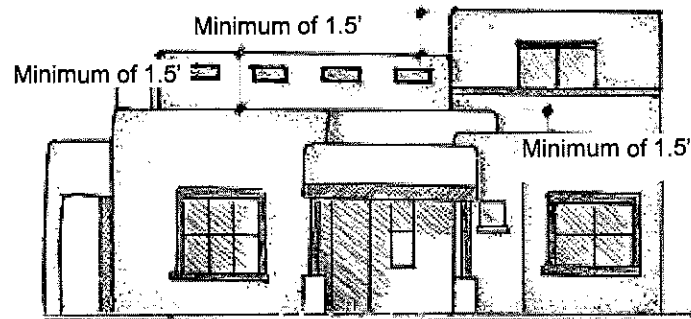
Definition:

A volume of enclosed space, which visually appears as a rectilinear form, consisting of a roof and at least 3 walls.

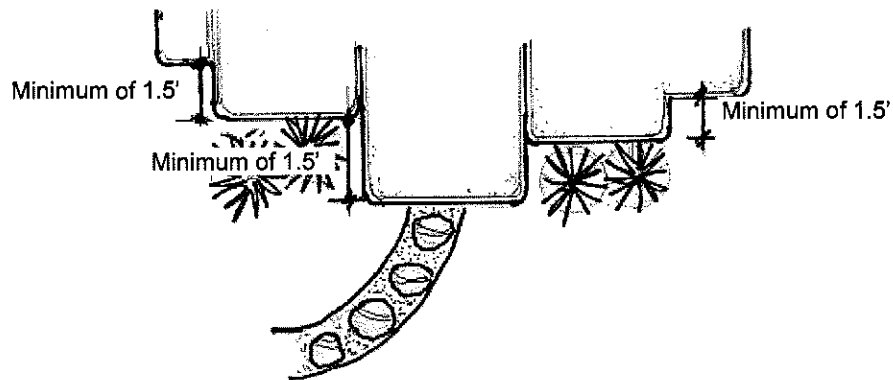
Requirements and Recommendations:

1. Building masses should be predominantly horizontal rather than vertical, yet should not create long unbroken elements.
2. Each building mass must be offset from adjacent masses by at least 1'-6" vertically and 1'-6" horizontally. Mass dimension must be labeled on all plans.
3. Each building must have at least 3 distinct masses visible from the sides facing streets, natural areas/open space and parks.
4. Drawing on the following page depicts Building Massing dimensions.

Vertical Building Massing



Horizontal Building Massing



BUILDING MATERIALS

Design Objective: Exterior surfaces must be materials that harmonize with the natural landscape as well as provide an outer skin to withstand the climate extremes. Exterior elements and materials should be limited in number and be compatible with one another, while being in scale with the building. Care should be taken so that materials do not detract from the building's overall appearance or become visually complicated. It should be noted that materials appropriate for one architectural style may not be appropriate for other styles and may not be allowed by the Founder. As an example: barrel tile roofs, while appropriate for Spanish Colonial style homes are not appropriate for any other architectural style. Materials are crucial to creating architectural richness and continuity throughout Mariposa.

Requirements and Recommendations:

1. On any single building, the materials for exterior application shall be limited in number, compatible with one another and in scale with the building.
2. Materials used for one architectural style may not be appropriate for other styles and may not be allowed by the Founder.
3. Siding materials shall extend down to finished grade to eliminate areas of exposed foundation.
4. The detailing of any elevations exposed to public view should be consistent with the front elevation.

5. These materials are appropriate for use as residential exteriors at Mariposa:
 - a) Exterior plaster or stucco-using a light to medium texture
 - b) Wood (fascia-stained or painted) as accents
 - c) Stone and cultured stone. However (if used) stone and cultured stone should become an integral part of the design and not simply applied on the face of the structure. Thus, the use of this material should wrap columns and distinct building masses
 - d) Rammed Earth
6. These materials may be used with approval of the Founder:
 - a) Ornamental iron
 - b) Concrete (including painted or dyed)
 - c) Oxidized copper and steel
 - d) Ceramic tile
 - e) Concrete columns
 - f) Glass block
 - g) Very dark or opaque glass
 - h) Brick (earth tones occurring at Mariposa)
Split faced block (earth and landscape tones occurring at Mariposa)
 - i) Other materials may be considered for approval by the Founder
7. These materials are inappropriate and may not be used at Mariposa:
 - a) Exterior plaster of stucco using heavy textures, such as swirl or heavy trowel
 - b) Fixed fabric or plastic awnings
 - c) Exposed standard, colored concrete block or slump block

BUILDING COLORS

Design Objective: Colors should reflect the warm, rich and often vibrant hues of the Mariposa desert, with accents of complementary tones that reflect the traditions of the region. The pre-approved building colors were selected to create a range of colors acceptable in the community. Due to the number and variety of colors to choose from, the color list is only a sampling of the colors permitted.

Requirements and Recommendations:

1. Colors may be chosen from a set of pre-approved colors, established by the Founder. These colors have been carefully chosen for their compatibility with the natural environment, as well as their harmony with one another. Other colors, from this range, may be submitted to the Founder, for approval.
2. It is necessary to provide product color information, including manufacturer, color name, reflectivity percentage and product number to the Founder for approval.
3. Consider the use of darker colors for homes on the ridges and in more exposed locations and lighter colors for homes, which are not on the ridge and in less exposed locations.
4. In general, colors for roofing shall be darker in color and hue than the building's exterior walls.
5. All of the pre-approved colors have a "light reflective value" of 55 or less and may be used anywhere in Mariposa. Other colors may be submitted to the Founder for use on a specific lot, but they must also have a light reflective value of 55 or less and must fall within the general color range listed below.
6. A rendering or drawing of all building elevations depicting all proposed colors and locations must be submitted to the Founder for review. See "Procedure" section of these Guidelines.

Approved Stucco Colors

El Rey Stucco

Acorn	Driftwood	La Luz	Sandalwood
Adobe	Dry River	Ore	Straw
Buffalo	Fawn	Pottery	Stone Bluff
Buckskin	Harristone	Pueblo	Suede
Clay	Hogan	River Rock	Taos
Cottonwood	Husk	Sahara	Tierra
Deerskin			Timber

Sto Stucco

Abiquiu	Duranes	Pueblo	Suede
Acoma	Mesa Del Sol	San Antonio	Torreon
Adobe Brown	Mesilla	San Juan	Tumbleweed
Alamo	Mocha Cream	Sandia	Wild Cattails
Amarilla	Pecos	Sedona	

SonnoWall

Abiquiu	Nougat	Sandia
Acoma	Nutshell	Sedona
Adobe Brown	Parkland	Soft Blush
Brown Berry	Peach	Torreon
Mesilla	Pueblo	Tumbleweed
Mesa Del Sol	San Juan	Woodhue

Accent Stucco Colors

Design Objective: The Founder on a case-by-case basis may consider accent stucco colors of a wider palate. These colors may be used in limited areas as determined by the Founder (depending on location) as an example: under a portal, architectural style etc. Any of the approved stucco colors may be considered as accent stucco color. The Founder may consider the additional colors listed below.

Approved Accent Stucco Colors

El Rey

Casa	Hacienda	Kokanee	Sage
Coral	Horizon	Palomino	Sand
Desert Rose	Kettle	Rio Bravo	Vega

SonnoWall

Cinnabar	Light Spice	Orange Cream	Saltbox
Nambe	Luna	Pebble	Sandpiper
			Tijeras

Sto

Cimmaron	Navajo White	Paloma	Warm Taupe
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Accent Trim Colors

Accent trim colors on front doors, and window sashes, and other architectural elements are allowed, but must be approved by the Founder.

ROOFS

Design Objective: Desert architecture is commonly a "walled" architecture rather than the "roofed" architecture that is more common to regions with tall trees or heavy rain and snowfall. It is the intent of Mariposa to maintain this desert tradition of walled architecture. However, the use pitched roofs on appropriate architectural styles is allowed. Since roof-scapes form an important part of the visual

environment, they must be carefully designed. In keeping with our goals of visual harmony and sensitivity to our high desert environment, the Mariposa approved architectural styles allow pitched roofs on certain style homes. Pitched roofs are appropriate for Northern New Mexico and Spanish Colonial/Mission architectural styles and may be appropriate on Contemporary architectural styles on a case-by-case basis. Shed roofs may be considered for portions of roofs, or portals on some other styles.

Requirements and Recommendations:

1. A maximum slope of five (5) inches in twelve (12) inches is allowed.
2. Flat tile roofs must be dark colored and have a non-reflective surface.
3. Barrel and "S" tile roofs must be a solid color, not variegated and are allowed only on Spanish Colonial/Mission style homes.
4. No roof mounted equipment, including solar panels and air conditioning units are allowed on pitch roofs. Such equipment should be ground mounted or on the flat roof areas of the home. Special care should be taken in locating (and limiting the number) skylights on pitched roofs to minimize their visual impact and reflectivity. On a case-by-case basis the Founder may prohibit use or location of skylights.
5. Roof mounted appurtenances on flat roofs (including, but not limited to skylights, air conditioning/heating units, solar panels and antennas) shall be totally concealed from view as part of the architectural style of the building and not visible from neighboring property or adjoining public right of ways and open space. Every attempt should be made to minimize the visual impact of solar panels and small satellite dishes. Panels shall be an integrated part of the roof and building design and mounted directly to the roof plane.
6. Parapets may be used to conceal roof-mounted equipment.
7. The location of small satellite dishes and solar panels must minimize visual impact and must be approved by the Founder.
8. Parapet copings shall be integral stucco, pre-cast concrete, stone, and brick or oxidized copper.
9. Gutters, down spouts, scuppers, overflows, canals, and other water capture/control devices must be an integral component of the building's design.
10. No asphalt or fiberglass shingles are allowed.

Roof Forms

Requirements and Recommendations:

1. These roof forms are appropriate for use at Mariposa:
 - a) Flat roofs with parapets or overhangs
 - b) Combining of one and two-story elements
 - c) Parapets
 - d) Varying plate and wall heights
2. These roof forms may be used with approval of the Founder:
 - a) Hip Roofs
 - b) Shed Roofs
 - c) Domed Roofs
 - d) Gable Roofs
 - e) Dormers
 - f) Arched Roofs

3. These roof forms may not be used at Mariposa:

- a) Gambrel
- b) Mansard
- c) Steeply Pitched

Roof Materials

Requirements and Recommendations:

1. These roof forms are appropriate for use at Mariposa:
 - a) Built-up roofing (non-reflective) for flat roofs
 - b) Copper (oxidized)
 - c) Single ply membrane (semi-flat roof only/non-reflective) for flat roofs
2. These roofing materials may be used with approval of the Founder:
 - a) Concrete or clay roof tiles, flat or barrel, with integral color
 - b) Multi-colored roof tiles
 - c) Oxidized metal (must have reflectivity of 40% or less)
 - d) Slate Tile
 - e) Standing seam metal (must have reflectivity of 40% or less)
3. These roofing materials may not be used at Mariposa:
 - a) Asphalt or fiberglass shingles
 - b) Concrete tile with surface color
 - c) Thick butt wood shakes
 - d) Wood shingles

Chimneys and Fireplaces

Design Objective: Chimneys shall be simple in design and massive in proportion and designed to match the architectural style of the home. Wood burning fireplaces are minimized to help keep the air clean.

Examples of appropriate chimney details:

Pueblo Stucco
to match house



Contemporary
Metal Caps



Contemporary
Precast
Concrete Cap



Contemporary
Stone



Stone
Stucco Trim



Colonial Spanish



Colonial Spanish
Stucco



Territorial Brick
or Decorative Stucco



Requirements and Recommendations:

1. Metal flues shall be enclosed in housing of approved material. The Founder will approve materials based upon aesthetic qualities only. While such materials must have sufficient fire-retardant qualities, the Founder makes no representation or guarantees regarding such qualities.
2. Metal flues shall not exceed the minimum height requirements of the City of Rio Rancho Building Code Division.
3. Metal flues must be made of materials and designed to complement the style of the residence. If painted they must match or complement the exterior colors of the residence.
4. Chimneys should be designed to be in scale and proportion with the architecture of the building. All metal flashings, etc., must be painted to match the house.
5. These chimney materials are appropriate for use at Mariposa:
 - a) Stucco to match house
 - b) Pre-cast concrete
 - c) Stucco trim
 - d) Stone
6. These chimney materials may be used with approval of the Founder:
 - a) Brick
 - b) Metal, treated or painted
7. These chimney materials may not be used at Mariposa:
 - a) Wood siding
 - b) Exposed concrete block
 - c) Exposed wood trim
8. Only one wood-burning fireplace per lot is allowed.

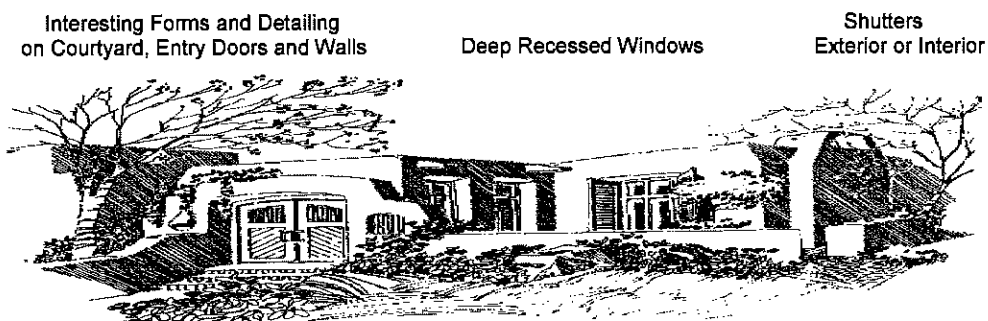
DOORS AND ENTRIES

Design Objective: Doors and entrances should be appropriate for the architectural style of the home. Exterior doorways and entryways should provide shade protection, depth and a strong shadow-line. They should provide a focal point at the entryway. Courtyards at or near the entry are encouraged.

Requirements and Recommendations:

1. "Flat doors" with no detailing, overhang doors or entryways with no elaboration or designation may not be used at Mariposa, unless it is appropriate for the architectural style and approved by the Founder.

Doors and Entrance Window



GARAGES

Design Objective: One of the challenges of design at Mariposa will be to minimize the impact of garages on the streetscape of a neighborhood. In that regard a number of design recommendations have been formulated.

Requirements and Recommendations:

1. Grouping of driveways and garages in pairs to minimize streetscape disturbance is encouraged.
2. Setting of garages deeper in the lot than the remainder of the home is encouraged.
3. Side entry garages are preferred to those fronting the street.
4. Detached garages and locating toward the rear of the lot is encouraged. Such structures must be in the same architectural style, materials and colors as the residence.

Garage Doors

Requirements and Recommendations:

1. Must be integrated into the design of the main house and materials must be integrated with the residence.
2. The maximum garage door width is 18 feet.
3. Any additional garage, after the first double door or two single doors must be offset in massing by at least two feet horizontally. This must be dimensioned on the plans.
4. Side entry garages are preferred to those fronting the street.
5. Garages sited deeper in the lot are encouraged.
6. Garage doors must be set back from the face of the main wall a minimum 12". This must be dimensioned on the plans.
7. These garage door materials are approved for use at Mariposa:
 - a) Wood, painted or stained
 - b) Metal, painted or treated
 - c) Vinyl, colored to match or accent home
8. These garage door materials may be used with approval by the Founder:
 - a) Glass
 - b) Doors with windows
9. These garage door materials may not be used at Mariposa:
 - a) Untreated wood or metal

WINDOWS AND TRIM

Design Objective: Windows are a prominent feature and should be considered carefully to blend with or complement the architectural style of the home.

Requirements and Recommendations:

1. Windows should be set deep into the walls to create a feeling of depth and massiveness, unless not appropriate for the architectural style of the home and approved by the Founder.

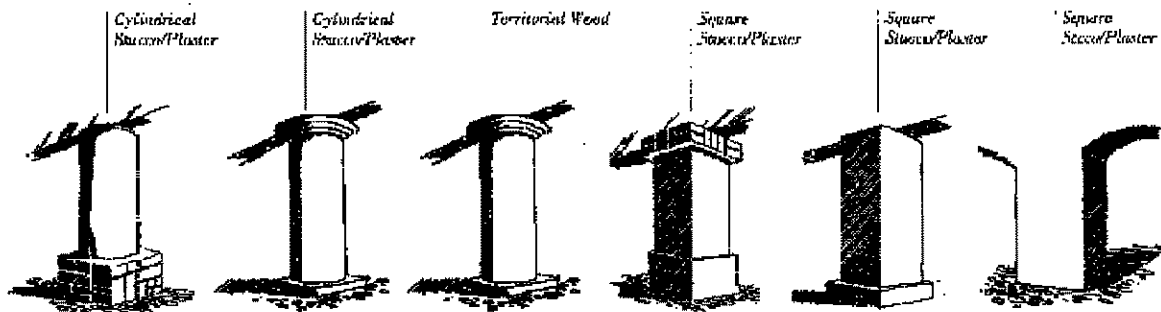
2. Windows must be set back a minimum of two inches from the plane of the house, unless specifically approved by the Founder.
3. Window with colored sashes or frames are appropriate, with Founder approval.
4. Un-anodized aluminum window frames or mullions may not be used at Mariposa. Clear and colored anodized aluminum window frames or mullions may be used for appropriate architectural styles with Founder approval.
5. Copper trim, if unsealed, or treated with a patina finish, may be approved.
6. Fabric, metal or plastic awnings, either fixed or retractable are inappropriate and may not be used at Mariposa.
7. Exterior retractable window and patio vertical screens may be used, but must blend with the color of the structure and be approved by the Founder in advance of installation. No pattern materials are allowed.
8. No "pop out" window surrounds are allowed.

COLUMNS AND ARCHES

Design Objective: Columns and arches should enhance and be appropriate for the architectural style selected. Attention to detail must be given without appearing unnecessarily ornamental. Columns and arches should provide a feeling of strength, depth and interest at windows and entries.

Columns

These examples of column forms may be used at Mariposa when approved by Founder, if appropriate and depending on the architectural style of the house.



Requirements and Recommendations:

1. Columns should be simple and integrate with the architectural style of the home.
2. These column materials are appropriate for use at Mariposa:
 - a) Exposed wood
 - b) Square stucco/plaster
 - c) Rectangular stucco/plaster
 - d) Cylindrical stucco/plaster
3. These column materials may be used with approval of the Founder:
 - a) Stone
 - b) Metal

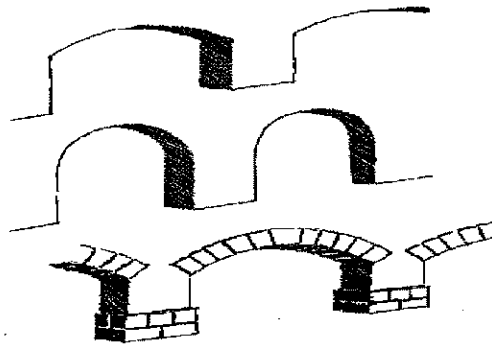
4. These column materials/styles may not be used at Mariposa:

- a) Ornate Corinthian
- b) Ionic designs
- c) Siding Covered
- d) Tuscan
- e) Egyptian
- f) Gothic
- g) Ogee

Arches

1. These arches are appropriate for use at Mariposa for certain architectural styles:

- a) Massive
- b) Segmented
- c) Full arch



ELEVATED DECKS

Design Objective: Decks must be appropriate for the architectural style selected and materials and colors must be integrated with the style. Attention to detail must be given without appearing unnecessarily ornamental. Deck supports should provide a feeling of strength, depth and interest.

Requirements and Recommendations:

- 1. Deck support columns must have visual strength and size to give the appearance of substance, unless hidden from view.
- 2. Second story or elevated decks shall be of materials and colors integral to the main building.
- 3. Detail of the flashing and scuppers to handle drainage may be required. Sheet metal shall be coated.
- 4. Undersides of decks should be finished. No exposed framing is allowed if visible from public view.
- 5. Deck lighting shall comply with the Mariposa lighting standards in these guidelines.

SCREENS, SHADES AND ACCESSORY STRUCTURES

Requirements and Recommendations:

1. Overhead screens, shade covers, patio roofs, and other similar structures shall be constructed of materials and colors to match or complement the architectural style of the building and must be approved by the Founder.
2. Accessory structures, gazebos, playhouses, cabanas, ramadas, equipment structures and enclosures, etc., shall be constructed of materials and colors to match or complement the architectural style of the residence and must be approved by the Founder.
3. The maximum height of any accessory structure cannot exceed 10 feet.
4. Any accessory structure must conform to all setback requirements.
5. Exterior retractable window and patio screens must blend with the color of the structure and be approved by the Founder in advance of installation. No patterned materials are allowed.
6. All City of Rio Rancho requirements for such structures must be met.

PLAY STRUCTURES

Play structures should be sized, located and screened to not interfere with the visual harmony and enjoyment of the community by other owners in Mariposa. Recreational opportunities in private backyards are important to families in the community. However, play structure size, material, color, location and screening should be carefully considered.

Requirements and Recommendations:

1. All play equipment must be submitted to and approved by the Founder prior to installation or construction.
2. All structural elements (permanent or temporary) must be located within the backyard.
3. Maximum height of 10 feet, measured the bottom of the structure to the top of the structure.
4. No moving parts are allowed, which are not integral to the function of the equipment. Prohibited items are, but are not limited to, flags, banners, pinwheels and horns.
5. Primary and bright colors may be used only as limited accents. No bright, or primary color will be allowed to dominate, or cover the majority of the play equipment/structure. Metallic and reflective colors (gold, silver, etc.) will not be allowed.
6. Muted, pastel and secondary colors are required for the dominant area on all play structures/equipment in order to minimize visual distraction. Colors should blend with the landscape.
7. To minimize the view and noise of play equipment landscape screening may be required by the Founder.

OUTDOOR ART AND SCULPTURE

Outdoor art or sculpture is allowed only with the approval of the Founder. Outdoor art or sculpture should be principally for the enjoyment of the owner and should be carefully integrated with the residence, site and landscape design to ensure it does not dominate or detract from the environment, or create a negative visual impact on surrounding areas. The Founder may require specific information when reviewing a request, including: photographs, drawings, materials, size, location, lighting, movable parts, or noise generation.

PRESERVING AIR AND VISUAL QUALITY

The region is subject to thermal inversions, which can contribute to a degradation of air quality. Mariposa's goal is to maintain the highest standards of air quality. For this reason, certain provisions shall apply to the construction of fireplaces or solid fuel burning devices within Mariposa.

Requirements and Recommendations:

- 1. Only one wood-burning fireplace is allowed per lot.**
- 2. No solid fuel-burning device shall be allowed to burn coal.**
- 3. All wood burning fireplaces shall be equipped with a gas-starter device.**
- 4. Natural gas fireplaces incapable of burning wood are exempt from these provisions including the limitation on number of fireplaces.**

SUSTAINABLE LIVING

Sustainable development is a concept defined by the United Nations Commission of the Environment as achieving stability of both physical and social systems by meeting the needs of current generations without compromising the ability of future generations to meet their needs.

Mariposa has fully embraced the concept of sustainable design and development. Therefore, significant effort has been made to reduce the Mariposa "footprint" on the land and the environment.

Sustainable living is a holistic philosophy that includes all aspects of design, function, construction and operations including but not limited to: resource conservation (water, land, energy and materials) day-lighting, indoor air quality, recycling of construction materials and solid waste, and an ongoing philosophy and governance structure to insure that the vision of Mariposa is fulfilled and continues.

MARIPOSA COMMITMENT

While this document expresses Mariposa's commitment to the principles of sustainable design, this section is specifically directed to Sustainable Building & Living at Mariposa.

At Mariposa, sustainability means the application of design, construction and operating methods in a manner that will reduce the economic, cultural and environmental impacts of decision-making over the long-term. In order to ensure that this goal is achieved, these Standards and Guidelines for Sustainability have been created. These standards and guidelines far exceed the typical design guidelines written for more conventional real estate projects because they address aesthetic concerns as well as issues pertaining to water quality, energy conservation and environmental impacts, all of which have benefits that will be felt on a local, regional and global level.

Mariposa commits, in its own planning and development practices, to the implementation of many sustainable concepts including strict adherence to tree and shrub avoidance and removal standards, cultural preservation, open space management, solar orientation, surface water management, wastewater management, as well as sustainable construction techniques and approaches. A large percentage of Mariposa will remain undeveloped and habitats for wildlife will be encouraged through the development and enhancement of riparian areas and semi-permanent water sources where appropriate. Drainage channels will be a blend of developed areas and natural vegetation, wetlands and trail links where appropriate. In addition, reclamation of over-grazed land will be an important component.

A community based on the principles of conservation will yield improved quality of life and sustainability. Water harvesting and reuse will contribute to a continuing and plentiful supply of quality water. Buildings are sensitively sited within the landscape, with careful consideration of the use of lighting and construction standards and materials. An extensive network of trails and pedestrian connections encourages fewer automobile trips within the community. Energy conservation measures will have the largest impact over the life of the project.

BUILDER RECOGNITION

For the most part the ideas and goals set forth in this section are recommendations. However, the Founder strongly encourages incorporating these ideas into the design and construction of your home(s). The Founder has established a recognition program, in a public manner, those homes that meet, or exceed minimum sustainability standards of established Green Builder programs. These are established Green Building programs that follow the sustainable living philosophy and meet their objectives. The Founder strongly encourages and endorses the participation in these programs. These include the U. S. Department of Energy's Build America Program (WWW.BUILDINGAMERICA.GOV) and the Energy Star Program. Founder may add additional programs if appropriate.

Mariposa and the Founder will recognize those Builders meeting the minimum sustainability standards of the established Green Builder programs. These Builders will be authorized to use the Mariposa Sustainable Builder "tag line" in their advertising, marketing material and on any Builder signs in Mariposa. The Founder may have additional recognition programs and award systems set up at a later date.

RESOURCE CONSERVATION

Water Conservation

Water is the most precious natural resource in New Mexico and the American Southwest. The economic and environmental health of the state and region is dependent upon the responsible use of our water resources. It is the goal of Mariposa to provide a model of community development, which utilizes the most progressive techniques in water conservation practices. Careful planning and thoughtful design can demonstrate that water conservation is possible without sacrificing lifestyle choices.

Mariposa seeks to become a model for efficient water use in this arid New Mexican environment. The guidelines for landscaping, building design and construction are conceived to minimize consumption. Mariposa will continuously promote consciousness about conservation and use, to assure that the water needs of the community and the region are realized. As a significant part of the water conservation program at Mariposa, the Founder has built a "state of the art" wastewater treatment facility which creates a very high quality treated effluent that will be reused throughout the community for common area and park landscape irrigation. Thus, not depleting the aquifer to irrigate community landscaping.

Designing for Water Conservation

The integration of water conservation strategies require early research and analysis prior to design to ensure successful, cost effective integration of alternative water technologies that may require special permitting and/or variances, and that will require integration with other design issues and priorities.

Water conserving appliances and fixtures are now commonly available in New Mexico and must be specified for installation. Designers should strongly consider dual plumbing systems to integrate both potable and gray water lines.

Requirements and Recommendations:

1. No resident shall waste water or cause or permit the flow of waste or excess water onto adjacent property.
2. Gray water systems, systems that reuse wastewater (other than sewage wastewater) from the residence for landscape irrigation on the lot are encouraged.
3. Specify plumbing fixtures that require less water and exceed fixture requirements of the Energy Policy Act of 1992 (in gallons per minute or gallons per flush). The following flow rates indicate a 20% reduction in the fixture requirements as stated in the Act:

a) Lavatory and Kitchen Faucets	2.2 GPM @ 80 PSIG
b) Showerheads	2.0 GPM @ 80 PSIG
c) Gravity Type Tank Toilets	1.6 GPF

4. No individual wells are allowed at Mariposa.
5. Irrigation systems must be designed so that peak summertime watering can be completed between the hours of 10pm and 6am.

6. **Must install water conserving fixtures and appliances i.e. Energy Star[®] pursuant to the state of the art Green Building Standards per the adopted Master Plan.**
7. **There is much debate about the water efficiency of refrigerated ac units and evaporative coolers. While the evaporative cooler uses more water than an ac unit, it does take 4 times the amount of electricity to run an ac unit which causes the electric plants to use more water to generate this additional electricity. The most important issue no matter which cooling system is installed is the design of the system itself. This involves more than using the rule of thumb of a unit for x square feet of area to be cooled. It means using a recognized resource such as the Manual J, to help determine the number, location and size of the units. In this case efficiency in design is the most important factor.**
8. **Mariposa's water budget (balance) assuming reuse to augment outdoor landscaping demand, has the potential to minimize overall reliance on potable water supplies. The water conservation model performed for Mariposa summarizes this, based on the implementation of water conservation and reuse techniques.**
9. **Use of quality pipes, fittings and valves for leak resistance. Also recommend testing, such as Zero-Read, for leaks.**

Pools and Water Features

(See Landscape Section of these guidelines)

Drainage and Surface Water Management

Natural Rainfall is a precious resource and should be managed to help sustain the community and the surrounding region. Surface water management is the opportunity to manage the rainfall runoff for beneficial purposes including reduction of construction costs, improved ecosystems and habitats, sustainability of natural drainage patterns and arroyos after development and a return of water to the aquifer; while at the same time managing storm-water flows and drainage in a safe manner approved by the necessary governmental authorities.

More information, including philosophy, Requirements and Recommendations can be found in the Site Planning Section of these guidelines.

Rainwater Collection and Harvesting

Rainwater catchment systems provide a source of soft, high quality water, reduce reliance on other water sources, and in New Mexico, are cost-effective. It is strongly recommended that roofs and hardened surfaces be designed to capture rainwater during storm events and transport it to cisterns or other storage devices for later irrigation use.

Rainwater Harvesting Components:

1. **Roof designed as a rainwater catchment area.**
2. **Downspouts connect to underground cistern.**
3. **Underground cistern.**
4. **Irrigation line from cistern to irrigation areas.**
5. **Hardened surfaces, such as driveways designed to transport flow to surface catchment system.**

Landscape Irrigation

Where landscape irrigation is needed, trickle or drip irrigation is required, except for turf areas. The frequent, low pressure application of small amounts of water to the soil area directly surrounding the plant roots maintains a constant level of soil moisture, even though up to 60% less water than conventional water is used. The efficiency and uniformity of a low water flow rate reduces evaporation, runoff, and deep percolation.

More information, including philosophy, requirements and recommendations can be found in the Landscape Section

ENERGY EFFICIENCY

Mariposa recognizes energy efficiency as one of the most critical aspects of sustainability. As such, the Founder makes a commitment to use of renewable sources of energy as well as to high standards for energy efficient buildings. The use of natural ventilation, cooling and heating to the extent practical is encouraged.

Indoor lighting and air quality are also special components of this efficiency equation. Tighter roofs, walls and foundations will require Mariposa to address occupancy loads in many of the buildings for air quality requirements and apply the appropriate systems to address these needs. Lighting will be accomplished utilizing day lighting techniques in combination with energy efficient electric lighting.

General Strategy for Energy Efficiency

Energy efficient design starts with an understanding of climate and the use of strategies in the design appropriate to that climate.

There are several steps to designing a energy efficient building:

- 1. Minimize energy loads**
- 2. Utilize free energy**
- 3. Use clean, efficient technologies**

Similar to “reduce, re-use and recycle,” the steps to design a green building must happen in the order shown or the efforts may be counterproductive and more costly. Unless loads are first minimized, the free energy, such as passive solar gain, will not be sufficient for building demands and the clean technologies will be too expensive to incorporate.

The term “green design” has often been misunderstood and sometimes dismissed as too expensive or having too long a payback. By first reexamining what size mechanical system is really needed - and then reducing the thermal load - more efficient, effective buildings can be created with reduced construction costs and minimized operating expenses. The architect must develop a mutually challenging partnership with their mechanical engineer and work together from the onset to optimize the building’s design.

Passive Solar Design

Passive solar design standards are intended to increase the energy efficiency of buildings by using the warmth from solar exposure during winter months and minimizing solar exposure and heat gain during summer months. Residential buildings should make use of passive solar design to increase the livability and comfort levels of interior and exterior spaces. This can be achieved through a combination of passive solar measures and techniques, including window placement.

Passive solar design is a simple system for capturing “free” solar heat and using it to minimize or eliminate heating needs in a building. Climatically, New Mexico is well suited for both passive solar and day lighting applications and both are encouraged for all structures in varying degrees at Mariposa. Passive solar systems do, however, have a large impact on building form, as proper solar design dictates orientation, window and fenestration design and interior material selection. Passive solar design should be considered at the beginning of the design process.

There are three major components of a passive solar design; proper solar orientation and an understanding of the sun’s path, proper design of windows and thermal mass, and proper sun controls.

Solar Orientation

As with designing for Photovoltaic, passive solar buildings must be oriented properly towards the sun. In general, buildings that are elongated in the east west direction are favorable. Western exposures should be avoided, as shading is difficult. As with PV, it is allowable to have an orientation off of due south by about 15 degrees, although for passive solar design, a southeastern orientation is preferable over southwestern. For additional information on Solar Orientation refer to the Site Planning Section of these Guidelines.

Thermal Storage Mass

Building materials are generally thermally massive, insulative or conductive. Water, stone, concrete and brick are thermally massive materials that will “soak” heat.

An important component of passive solar design is the sizing of thermal mass in a building in direct proportion to the amount of glazing or collector area. Without adequate thermal mass, a building will overheat. Thermal mass soaks up solar radiation when there is excess heat. When heat is needed, such as at night, the thermal mass releases this heat to the space keeping it warm. A well-designed passive solar building will ‘float’ through periods of cold and warm weather due to the regulating influence of thermal mass.

As a general rule, if the south window area is greater than 8% of the total floor area, then thermal mass is needed to prevent overheating.

Requirements and Recommendations:

1. A minimum of 3 - 6 SF of thermal mass for every square foot of south facing glazing.
2. More thermal mass means less temperature fluctuation.
3. Appropriate thermal mass materials are stone, concrete, brick, tile and water. Water is the best thermal mass available and can be stored in tanks adjacent to windows. Thermal mass materials should be chosen that comply with the architectural guidelines set forth in this document.
4. Although the appropriate distributed mass required in an installation varies, a thin, broad spread of materials is usually more effective than a concentration of materials in a small area.
5. Ensure that there is a balanced distribution of mass throughout a given space.
6. Thermal mass should be located directly within the sun's path.
7. The ideal floor thickness for thermal mass is 4".
8. Wall Thickness: Storage wall thickness should be 2" to 4". Thickness greater than 4" will increase performance, although not a great deal. Performance can decrease at a thickness of 8" or greater.
9. Masonry floors should be a medium to dark color.
10. To optimize day lighting opportunities, thermal mass walls should be light colored.
11. There should be no wall-to-wall carpeting over thermal mass floors in a solar building.
12. 40% of the glazing must be oriented within 15° of due south.
13. Use clerestory windows for additional solar gain. Clerestories should be placed in front of the thermal mass walls at a distance of 1.0 to 1.5 times the height of the clerestory wall.

Sun Controls

Sun controls admit sun when it is wanted and block the sun when it is not wanted. In general, all summer sun (which is high in the sky) should be blocked and lower angle winter sun (from the south) should be admitted. Exterior shades can be utilized for effective sun control, and an understanding of the local climate is necessary to adequately design sunshades. A good rule of thumb for solar shading in the greater Albuquerque region is to provide adequate shading to block the September sun at noon. A sun angle calculator can help in determining the altitude of the sun in New Mexico. During September, the noon sun is at an altitude of X. Well-designed shading devices can greatly reduce cooling loads in a building and have a short payback period.

Sun controls on the south side of the building are relatively easy to incorporate with the use of overhangs, trellises or sun shading devices. It is beyond the scope of this document to provide detailed information on designing sunshade. Shading devices such as trellises can be useful to admit daylight while blocking solar gain. Deciduous vines that block summer sun while permitting winter sun can also be advantageous. Coniferous trees avoided.

Sun controls on the north side of buildings are usually not important, however, the summer sun can cause heat gain and glare problems on the north side of a building and, in this case, vertical fins can be used to shade the windows.

East facing windows can often be useful for early morning building warm-up provided that the glare is acceptable. In general, east windows should be minimized.

West facing windows are difficult to shade and can cause day lighting and heat gain problems in both winter and summer. Often the best way to shade west glazing is to use coniferous vegetation to block all direct gain.

Do not rely only on interior window blinds for sun control. While window blinds have some effect, as a portion of the sunlight is reflected out the windows, the majority of the "heat" has already entered the space causing the space to overheat.

Types of Passive Solar Systems

There are three major types of Passive Solar Systems:

Direct Gain

This is the simplest type of passive solar strategy, which admits sunlight directly through a window to thermal storage (usually a concrete floor). This system will be used extensively at Mariposa in all building types

Attached Sunspace

Attached sunspaces may be appropriate for essentially it is a greenhouse space on the south side of the building that is allowed to heat up in the winter sun. This heat can then be vented, or allowed to radiate through a thermal mass wall, into the building.

Trombe Wall

The trombe wall system consists of a thermal storage wall between the space to be heated and south facing glazing. Sunlight passes through the glazing and heats the thermal mass that in turn heats the space. The rate of heat flow through the wall depends on the materials and thickness of the wall. In general, masonry storage walls delay the transfer of heat from the sunny side of the wall to the room by several hours. Water storage walls transfer the heat much more rapidly because they work by convection as well as conduction. Unlike water walls, masonry storage walls can be used as bearing walls and because of their mass, make good acoustical barriers.

Photovoltaic Technology

Photovoltaic and solar thermal panels need to be designed to fit within the architectural guidelines like other mechanical equipment. Photovoltaic Technology (PV) directly convert sunlight into electricity without pollution. Solar thermal panels, which convert the sun's heat to hot water, may also be used at Mariposa. The following guidelines illustrate how buildings will comply with the requirements of photovoltaic or solar thermal panels.

Photovoltaic panels are now available that can serve as a building membrane and surface material as well as an electricity generation device. These new panels are no longer installed on top of a built-up or metal roof but instead are part of the roof system - integral to the architecture, mimicking metal roofs or even shingles, and allowing for integration into the architectural character of the region. Transparent solar panels that can be used as skylights or windows are also available. They can admit daylight into a space while generating electricity.

To design for PV and solar thermal panels, buildings need to be oriented toward the sun at the proper angle. For maximum potential, panels or roof structures should be oriented due south. If this is not possible due to site constraints, it is allowable to move away from the ideal orientation by about 15 degrees, which will result in a small but acceptable loss in efficiency.

The second component for successful solar array design is the slope or solar angle of the array. Typically, for maximum year-round gain in a fixed solar array, the panels should be oriented at the same angle as the latitude (36 degrees) of Mariposa. However, because of the high summer loads at Mariposa (see diagram), it is necessary to optimize the electricity generation capacity in the summer, which will mean a slope of 21 degrees. The acceptable range therefore, is between 36 and 21 degrees, although it is recommended for ease of construction to use standard roof pitch in this range.

Requirements and Recommendations:

1. **Most buildings at Mariposa should have at least 50% of their roof area within 15 degrees of true south and within the acceptable solar angle range.**
2. **No building protrusions such as chimneys, water towers or cooling towers may shade the solar panels at any time.**
3. **No buildings may shade the solar aperture of another building. New building design must prove that it is not negatively impacting the solar potential of an existing structure. Designers must also take into consideration the potential of landscape features and tall trees that will shade solar panels.**
4. **The installation and use of solar panels and solar energy is strongly encouraged.**
5. **Solar Panels can be installed on the roof and are most efficient if located to receive the south and west sun.**
6. **Solar Panels may only be installed on the flat portion of any roof and must be screened by parapets.**

Day Lighting

A process of efficiently capturing the available light from the sun to illuminate the interior space. This process will reduce dependence on non-renewable energy sources.

Daylight provides the most pleasing, efficient and inexpensive source of lighting available. Day lighting design is one of the most effective ways to reduce the energy requirements of a building and produces the most amount of light to the least amount of heat. All buildings at Mariposa should include good day lighting design as an integral part of the architectural design.

Day lighting is a free source of energy and can significantly reduce the operating costs of buildings and provides high quality light with even distribution. Many of the buildings at Mariposa are day use only facilities and daylight can provide most of the light during operation. Good day lighting design does not mean simply increasing the amount of available light in a space with larger and more windows which may, in fact, increase glare and increase electric lighting loads needed to offset the glare.

Glare arises from a great amount of contrast, which can distract the eye and cause visual discomfort. Good day lighting design successfully controls the amount and distribution of light for maximum visual comfort.

Requirements and Recommendations:

1. The amount of glazing to floor area for a properly daylight space is 30-40% window-wall ratio (depending on climate).
2. Elongate buildings east/west wherever possible to maximize south and north glazing (daylight easily controlled) and to minimize west glazing that can cause excessive glare and heat gain
3. Use sun control devices such as overhangs, sunshades (can incorporate PV), trellises (with deciduous vegetation) or awnings to control glare and heat gain.
4. Integrate day lighting design into the building design from the outset.
5. Arrange buildings so that major interior spaces have access to natural light and seldom used spaces have less access to light. Design interior layout to minimize obstructions within a space that could diminish daylight potential.
6. Design interior spaces to receive natural light when needed, i.e. east-facing bedroom to receive morning light and west facing dining room for evening light.
7. Use light colored surfaces for interior finishes to reflect light and increase the perceived brightness of the room.
8. Design spaces that are within the effective daylight penetration depth (D). Daylight penetration depth is the distance into the interior of a building at which natural light from the sun can provide adequate illumination. This can be calculated by measuring:

$D = 1.5 H$ (height of window) for typical window conditions.

$D = 2H$ for light shelves.

9. Make the distinction between view windows and day lighting windows. Day lighting windows can be located above the field of vision to let light deep into a space. These clerestory windows may allow for reduced window area to increase energy efficiency.
10. Select glazing carefully. Glazing is available with a variety of coatings and qualities. For day lighting, the VLT (visible light transmittance) should be carefully reviewed. Visible light transmittance measures the efficiency of glazing in passing light rays within the visible spectrum. A window with a high visible light transmittance should be selected for windows designed to admit daylight. On west facing windows, or in areas where excessive glare might be a problem, a lower VLT may be desirable (see diagram on choosing glazing). Standard double pane glazing has a visible light transmittance of 80% with low-e 70% VLT.
11. The higher the window, the deeper the day lighting zone.
12. Avoid large expanses of glass without sun controls.
13. Size windows and select glazing at the same time. The larger the window, the lower the visible light transmittance that may be needed. Use the effective aperture approach illustrated below.
14. To maximize daylight potential, encourage higher ceilings or eliminate traditional hung ceilings and expose the building structure.
15. North light is often high quality and consistent with minimal heat gain. Balance size of north windows (due to thermal loss) with desire for daylight.
16. South light has strong illumination and is easily controlled.
17. West and east light allows heat gain and is difficult to control.
18. Do not "waste" glazing where it does not contribute to day lighting or view; i.e. do not place glazing below desk height, unless it is required for passive solar gain.

19. Consider using clear glass above light shelves and tinted glass below to shade glare. The ceiling (and top of the light shelf) should be smooth and light colored, and the top of the light shelf should not be visible from anywhere in the room.
20. Ceiling reflectance should be 80%, for walls 50-70%, floors 20-40%, and furniture 25-45%.
21. Choose matte finishes on walls and ceilings to reduce hot spots or glare.
22. Be aware of site factors that could affect daylight. Light may be reflected off adjacent buildings or surfaces to increase the amount of light in a space. Similarly, trees or buildings might shade and reduce day lighting potential. Plan landscaping accordingly. All buildings at Mariposa must demonstrate that they are not reducing the potential of other structures beyond what is reasonable.
23. When deeper building sections are necessary, consider the use of top lighting devices to introduce daylight. Remember that top lighting can produce glare on room surfaces but not generally in the field of vision, while side lighting tends to produce glare in the field of vision but not on surfaces.
24. Arrange tasks within a space so that those that require the most light (such as workspaces) are located at the periphery and those that require the least light (such as corridors) are located away from the periphery.
25. Where appropriate, include the use of light shelves in the design of structures. Light shelves are horizontal projections with both exterior and interior components that shade exterior glaring, bounce light to the interior ceilings of buildings thus increasing the effective depth of daylight while reducing glare within the space. Glare is caused by excessive contrast and well-designed light shelves block the view of the skydome from within the space, (which is a major source of glare), and reflect light to the ceiling diffusely lighting the space wherever possible encourage light from more than one side of a room, to improve quality of light. Sun controls are an important factor in this strategy.
26. Design rooms that have adequate daylight for the tasks required. Daylight can be expressed as a percentage known as the daylight factor. Most tasks at Mariposa need only about 1.5-2.5% DF. More strenuous tasks may require a DF of up to 4%.

Building Envelope

The single most important component of an energy efficient building is the performance of the building's envelope. Proper detailing, adequate insulation and appropriate specification will result in buildings that are energy efficiency while also lower operating costs and increasing user comfort. In order to meet the Mariposa commitments for energy efficiency, the following minimum requirements for building R-values should be followed. This does not insure compliance, however, and should be considered a starting point only.

Walls – R Value of 20 for exterior wall insulation
Roof - R Value of 38 for Sloped Roofs and R Value of 30 for Flat Roofs
Windows- R Value of 2.63

Requirements and Recommendations:

1. Avoid thermal bridging of materials, which can greatly affect building performance.
2. Minimize air infiltration through the proper sealing of joints and the use of air-lock entryways.
3. Design for proper placement of and vapor barrier where cool surfaces meet warm moist air.
4. When using light frame construction, consider advanced framing techniques that insulate corners and headers while saving wood.

5. Use radiant heat barriers to increase energy efficiency.
6. Use light colored roofing material where appropriate to reduce cooling loads.
7. To increase energy efficiency, use landscape, vegetation or architectural devices to shield building from winter wind, and summer sun.
8. Avoid ductwork on the exterior walls.
9. Seal ducts and returns with mastic or UL181 tape, not cloth-backed taped.
10. Caulk and foam all plumbing and electrical penetrations before drywall is installed.
11. Caulk, foam, tape and weather seal around all joints of the envelope to create a tight, advanced sealing package.
12. Install efficient, ENERGY STAR-rated furnaces.
13. Install a "flashing pan" under each window.

Windows and Glazing

One of the most misunderstood components of the building envelope is the windows and glazed areas. This is unfortunate, because often windows can be the single most important envelope component because their impact on heating, cooling, lighting and ventilation. Many architects select the same glazing for all areas of a building despite differing conditions. As noted in the day lighting section, all glazing is not created equal and there are many different factors to consider in choosing the appropriate type. Glazing should be selected based on several criteria among them energy performance, daylight contribution, architectural integration, occupant comfort and cost. Section 6, Architecture, addresses the aesthetic treatment of windows and specific material selection.

Requirements and Recommendations:

1. Examine all glazing properties and match with need for daylight, view and thermal characteristics.
2. When maximum daylight is required, a high Visible Light Transmittance (VLT) is desirable. When glare is a problem, a lower VLT is appropriate. A VLT of 50–70 is a good starting point for moderate glare control.
3. Solar heat gain coefficient describes the fraction of solar radiation admitted through a window or skylight that increases heat gain.
4. Specifying glass with a high solar heat gain coefficient (SHGC) where appropriate. To block solar gain, as on west and south sides of buildings, choose a low SHGC. It is important to remember that the SHGC can greatly affect cooling loads in the summer if glazing is unshaded.
5. U-value is a measure of heat transfer through the window and is the inverse of the R-value (resistance to heat loss). A lower U-value means a more energy efficient window, as opposed to the R-value where higher is better. Windows at Mariposa in all structures should be double paned with a low-e coating. In some buildings, the space between the two glass panes can be gas filled, or a system with three panes of glass may be specified to increase efficiency. Window performance is often measured as either a center glass value or total unit value. Center of glass ratings are usually lower than total unit value, which takes into account the effect of the frame and mullions.
6. UV transmittance indicates the percentage of ultraviolet light that penetrates a window. UV contributes to the fading of carpets, fabrics and paintings and should be considered depending on the location of windows.

7. Spectral selectivity refers to the ability of the glazing to respond to different wavelengths of light - admitting, for example, visible light while blocking infrared. Glazing that is good at blocking heat (low SHGC) yet has a high VLT is usually spectrally selective.
8. Do not assume that dark glass is good at blocking solar gain -- that is not always the case.
9. West and east facing glazing should be selected to block solar gain and glare.
10. North glazing - Aim for high VLT and low U-values. SHGC is not a factor.
11. South glazing - Provide proper sun control and aim for high VLT and moderate to high SHGC depending on passive solar strategy.
12. Be aware that glazing color strongly affects the color of an interior and affects the color temperature of interior lighting.
13. The lower the VLT, the darker the interior and the view to the outside.
14. R-values for roof wall and floor to comply with Mariposa requirements.

Efficient HVAC Design

These guidelines do not go into great detail on mechanical systems design, however suggestions for efficient and effective design are included below. In general, all the strategies outlined in this section will help to reduce mechanical loads significantly. (Be wary of the tendency of mechanical designers to over design the system by including large safety factors that compound to produce unreasonably over scaled systems).

Requirements and Recommendations:

1. Use separate HVAC systems to serve areas that have greatly different use schedules or loads.
2. Provide controls that allow systems to operate in occupied and unoccupied modes.
3. Ducts should be larger than minimal size to reduce pressure and fan size.
4. Expand the allowable occupant comfort zone depending on use.
5. Use high efficiency heating and cooling equipment, pumps and motors. Use premium – efficiency motors for all over one horsepower.
6. Primary heating equipment should be sized for the 97% design temperature values. Size primary heating equipment for the 97% design temperature radius and no greater with a target load safety factor of no more than 10% and a heating pick up factor of less than 30%.
7. Include define high efficiency boilers and supply water temperature reset.
8. Design mechanical equipment to maximize the efficiency of distribution.
9. Size transformers and generating units as close to the actual anticipated load as possible.
10. Minimize the cooling tonnage of a building through rightsizing of equipment.
11. Install units with an Energy Star rating.

Passive Cooling & Ventilation

Sustainable design starts with a good understanding of climate. Warm arid summers and cool winters characterize the Middle Rio Grande region of New Mexico. Many passive strategies are particularly effective in this climate. This is particularly true for passive cooling strategies, many of which are optimal for the climate of the area. The key to understanding passive cooling techniques is comprehending how air moves - from high pressure to low pressure and from warm to cold - and how wind and air can be harnessed for cooling.

Passive cooling is a means of ventilation that has the potential to reduce or eliminate the need for mechanical systems such as fans or air conditioning. As passive cooling strategies have the potential to alter form in a building they must be considered early in the design process to work successfully. The ability to cool is dependent on a good thermal envelope, thermal mass, and occupancy co-operation in many cases. The primary function of natural ventilation is to prevent heat build-up inside the building and to provide air movement.

The first step in an effective passive cooling scheme is to block solar gain (Blocking the sun's heat before it hits the building is the best way to reduce solar heat gain. The required roof materials at Mariposa are a light color to reflect heat. West walls are targets for intense heat absorption and should be shaded by planting or other means and have reduced glazing area. Roof overhangs at south and west walls should be deep enough to prevent the sun from entering a room during the summer months. The principles for building orientation and building form are equally important for cooling as it is for heating. Buildings should be elongated east west wherever possible with adequate sun controls. Thin section buildings that are good for day lighting usually work well for passive cooling and passive heating. The large amounts of thermal mass required for passive heating is also beneficial for summer cooling.

Cross Ventilation

Cross ventilation is the simplest form of passive cooling, consisting mainly of allowing breezes to flow from one window or opening through a space and out another opening across the space on the leeward side of the building.

Moving air makes warm temperatures seem cooler by quickly removing heat from our bodies. By utilizing passive ventilation, the need for air conditioning is decreased, relying only on good design and natural breezes for cooling.

Requirements and Recommendations:

1. Operable windows and vents, placed opposite each other and at different heights, capture natural breezes and improve air circulation and quality. Intake openings should be placed low on the windward wall, while larger; exhaust openings should be set high on the leeward wall. To capture cool intake air, windward openings should be well shaded by plants or shade structures.
2. Cross ventilation works best when outside temperatures are below or around the comfort zone. When buildings overheat due to occupants, electric lights, equipment and solar radiation through the building envelope, cross ventilation can be used. When the outside temperature is above the comfort zone, cross ventilation is less effective as warmer air is being introduced into the system.
3. If properly directed, natural air movement will enhance ventilation and provide convective and evaporative cooling. By manipulating the orientation and design of buildings breezes can be directed through interior spaces.

4. Shape and orient the building to maximize exposure to summer breezes. Size inlet and outlets for summer breezes; typically equal size or slightly larger outlet.
5. Typically the inlet is low and the outlet is high.
6. Design open plan interiors for good indoor airflow
7. Orient door and window openings to enhance the cross ventilation effect, and utilize louvers to direct air toward occupants.
8. Use wing walls, overhangs and louvers to direct wind flow into a space. Ceiling fans do a good job of efficiently moving air. Using a ceiling fan along with natural ventilation will help reduce the use of the home's cooling system. A ceiling fan should have a minimum clearance of 10 inches between the ceiling and the fan to provide ventilation in a room with an 8-foot ceiling. There is a formula for the size of the fan (dimensions) to the area of the room that should be followed for efficiency.

Stack Ventilation Strategies

In a building cooled by stack ventilation, warm air rises, exits through openings at the top of the building, and is replaced by cooler air entering low in the building. The rate at which the air moves through the room, carrying heat with it, is a function of the vertical distance between the inlets and outlets, their size, and the difference between the outside temperature and the average inside temperature over the height of the room.

Requirements and Recommendations:

1. Design building forms to accelerate breezes to draw warm air out of a building. As air moves over the building it speeds up and provides lift or suction that can be harnessed to draw warm air over the building creating negative suction zones to enhance the stack effect.
2. Passive solar thermal chimneys are being incorporated into buildings with increasing frequency. Use dark surfaces at the top of the tower to create a solar chimney designed solely for the purpose of ventilation. The enclosed space of the chimney, set high in the house, heats up, drawing a steady stream of cooler air in from the lower windows or vents. Because of the thermal mass incorporated in the chimney, the system continues to work through the night.

INDOOR ENVIRONMENTAL QUALITY (IEQ)

A commitment should be made to promote a good indoor environmental quality for better health and comfortability of the home's residents. There are five important aspects to IEQ: Indoor Air Quality, Humidity, Air Movement (discussed previously), Acoustics and Light Intensity and Quality.

Indoor Air Quality (IAQ)

Requirements and Recommendations:

1. To ensure good indoor air quality full commissioning of the HVAC system is necessary (see below) as well as the provision of ventilation where and when it is needed. Proper cleaning and filtration of contaminants in the air supply is also necessary.
2. Use manufactured wood product alternatives to formaldehyde-based adhesives, such as exterior-grade plywood with phenol formaldehyde and other types of manufactured wood made with formaldehyde-free resins.
3. Use direct-vent furnaces. Non-direct furnaces have the potential to back draft or otherwise leak carbon monoxide.

4. Install a ventilation system, which will have a infiltration rate of .35 air changes per hour (ACH) of less.
5. Attached garages can be great sources of indoor air pollutants from vehicles, lawn equipment, stored paints, solvents and other household chemicals. Consider a detached garage or installation of a garage fan.
6. Consider installation of a central vacuum system with outside exhaust to prevent the release of small particles back into the home.
7. Use low to no Volatile Organic Compound (VOC) interior paint products and water based wood finishes.
8. Use plaster finishes of natural materials such as clay.
9. Use formaldehyde-free recycled-content fiberglass insulation or CFC-free spray foam insulation.
10. Building Commissioning is a process that begins after the building is complete and prior to occupancy to confirm that building elements, such as mechanical systems, were built and installed as designed. During commissioning, systems can be fine-tuned to achieve optimal performance. Commissioning insures the delivery of an environmentally balanced building and involves transferring knowledge to the building users so they understand and can manage the systems to maximize efficiency and durability.

Humidity

Ventilation, which was discussed previously, and indoor moisture control are key components for good air quality. Most tightly built new homes have enough water-generated activities to add humidity to the home, in dry conditions like Mariposa humidification may be necessary.

Acoustics

An overlooked element of good indoor environmental quality is the acoustics isolation between rooms of a home.

Requirements and Recommendations:

1. Avoid air leakage through doorways, around electrical outlets and under the wall sill plate.
2. Avoid conduction thru walls by hanging the gypsum board on one side of the wall on acoustical channels or use separate studs for each side of the wall. Inserting cellulose or fiberglass with the wall can also be used.
3. Avoid transmission of sound thru the floors by inserting impact-absorbing layers under the flooring.
4. Adding sound rooms, which are carefully engineered, to keep sounds from being transmitted through out the house. These sound rooms are usually used for stereo or video presentations, i.e. home theater.
5. Reduce sound thru ductwork by lining with an acoustical duct liner.
6. Place air conditioning or evaporative cooler units to avoid sound sensitive areas like bedrooms.
7. Installing energy efficient higher cost appliances such as dishwashers and refrigerators, which tend to be quieter.

Light Intensity and Quality

Energy efficiency and day lighting were discussed previously in this section. The intensity and quality of lighting have an affect on the indoor environmental quality of a home.

Requirements and Recommendations:

1. **Over lighting areas is both unpleasant and a waste of energy. Should have low background lighting and place lighting sources such as lamps in areas where more intense light is required, such as work or reading areas.**
2. **Install light controls to allow selected lights to be dimmed or turned off in areas such as eating areas which require more light during food preparation but less when eating.**

NATURAL AND RENEWABLE RESOURCES

Normal home building practices can consume and even waste large quantities of natural resources such as wood, cardboard, plastic and water if not managed carefully. At Mariposa the issue of water conservation, re-use surface water management and water harvesting are discussed in this and other sections of these Guidelines. The main subject of this section deals with the efficient and environmentally conscious use of natural resources such as; wood, cardboard, metal and plastic, both during the design phase of your home as well as during construction.

Building Materials

Material selection is a complex process involving many variables, and considering green building materials can add time and money but more materials are being made available which, when used enough, will reduce the price. It is a fairly new science but one that is a growing and dynamic. Selection of green materials typically involves a review of the product's life cycle impact on the environment, which includes the raw materials used, production process, the transportation, and the disposal, recycling or reuse properties.

When selecting materials to use in the construction of an energy efficient home, the following attributes should be considered:

Renewability

Materials that are rapidly renewable (growth period) and are derived from biological resources such as trees and agricultural products. Examples include bamboo, cork, natural linoleum and some types of wood and engineered wood products.

Recycled Content

Materials with recycled content are available for many types of building products and this technology constantly improving. Examples include Riastra, types of insulation, recycled plastic lumber and carpet made from recycled materials.

Reusability/Recyclables

Is how easily a product may be reused or recycled once it is no longer needed. Products that can be separated from other materials for reuse or recycling. Examples include metal roofing, lumber and windows and doors.

Durability

This describes the expected maintenance and service life of a product. A low maintenance product with a long service life is preferred.

Embodied Energy

This is the energy required to remove, process, package, transport, and install, dispose (recycle) of materials used in the construction of a home. Up to 70% of the total energy invested in a building's construction is embodied

Environmental Impact

Refers to a products or materials effect on the outdoor environment. Select materials that minimize negative impacts on the ozone and add to global warming thru chemical release as well as minimizing release of toxic waste.

Requirements and Recommendations:

1. Mariposa will be creating a recycling center or area, which all builders will be required to participate.
2. Any excess materials should be taken to this center or reused on site.
3. For foundations consider using concrete containing recycled waste such as fly ash or aggregate, autoclaved cellular concrete (ACC), or insulating concrete forms (ICF). All contain recycled materials or require fewer materials to produce the product.
4. For walls and floors, consider using engineered lumber, light gauge steel framing, structural insulated panels (for roofs and walls) and insulating concrete forms (ICF). Some contain recycled materials while others are more energy efficient.
5. Incorporate the use of engineered wood trim and recycled plastic lumber into the house design.
6. Use low Volatile Organic Compound (VOC) materials such as caulk, sealant, glue, tape and other related products.
7. Use insulation types that either contain recycled materials or have a very high R-value.
8. For finishes, use low or no VOC paints, low VOC water based wood finishes, natural paint or finishes such as clay.
9. The Carpet and Rug Institute has established a Green Label testing program to set standards for Low VOC materials used to produce carpets, cushions and adhesives. Install carpets that only meet or exceed these standards.
10. Install carpets and cushions that contain recycled materials.
11. Install long lasting and sustainable flooring such as cork, natural linoleum or bamboo.

FINAL NOTE

Again, while many of these items and issues discussed, are suggestions and recommendations, not requirements, the Founder strongly encourages every Developer/Builder and Owner to incorporate as many as they can into the construction of their homes.

Green building is more than just selecting a few materials or techniques to use. It is a whole system approach. One of the keys to green building is evaluating each step in balance with all the considerations and techniques.

RESIDENTIAL STRUCTURED WIRING

To assure that residents of Mariposa always have access to the latest communication technology, High Desert Investment Corporation, the master developer of Mariposa, referred to as Founder in these guidelines, plans to have an optical fiber-to-the-home (FTTH) network installed to every home in the community. This opportunity is unique in the region and will help distinguish the community from others. The FTTH network will deliver high-speed broadband Internet connectivity, digital-quality and HDTV cable television, as well as local and long distance telephone services. The FTTH network will insure the communication needs of Mariposa are "future proofed." To make sure that Mariposa residents are positioned to take full advantage of this latest technology it is required that each residence be wired to meet certain minimum specifications. The Structured Wiring Specifications are set forth in this section of the Guidelines.

INTRODUCTION

In order to take maximum advantage of the FTTH telecommunications architecture HDIC has developed a residential structured wiring specification that must be adhered to by all property owners and homebuilders.

This specification does not represent a change to residential structured wiring, however it does require the installation of specific types of cable and hardware that will support the types of services to be delivered to each and every resident. An accomplished low-voltage structured wiring contractor licensed by the Construction and Industries Division of the State of New Mexico shall complete all wiring.

This section should be self-explanatory and includes the types of cabling and hardware to be used. Equivalent products are acceptable, however they must meet the technical standards. In all cases, a single manufacturer's product shall be used throughout an individual residential installation.

RESIDENTIAL STRUCTURED WIRING SPECIFICATION

Scope

This document describes the products and execution requirements relating to furnishing and installing Telecommunications Cabling for all homes constructed in Mariposa.

The Outlet Cabling System of each residential unit is based on the installation of (2) 4-pair Unshielded Twisted Pair (UTP) DATA (Enhanced Category 5-e rated) Copper Cables and (1) coaxial cable (RG-6 / series 6).

The Structured Wiring Distribution Center is based on the installation of an enclosure equipped with punch down telephone modules, patching modules with cables, and passive video splitter/combiner.

Jacks and connectors are based on the installation of Cat 5e RJ45 connectors, F-connectors, and appropriate wall plates.

Installation of one 1 1/4" underground conduit with pull wire from the outside telecommunications demarcation point located adjacent to the power meter to the closest curbside telecommunications connection point.

Installation of one 1 1/4" flexible conduit with pull wire from the telecommunications demarcation point to the structured wiring distribution center.

Installation of a 110-volt 2-gang AC power outlet located 4" below the structured wiring distribution center.

The electrical contractor must ground the Structured Wiring Distribution Center with standard gauge grounding wire, in accordance with National Electric Code or superseding local codes.

The work to be included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary to complete the installation of a complete residential structured wiring system. The builder will provide and install all of the required material to form a complete system.

Regulatory References

All work and materials shall conform in every detail to the rules and requirements of the National Fire Protection Association, the local Electrical Code and present manufacturing standards.

All materials shall be listed by UL and shall bear the UL label. If UL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels. Where UL has an applicable system listing and label, the entire system shall be so labeled.

The cabling system described is derived from ANSI/TIA/EIA-570-A Residential Telecommunications Cabling Standards

This document does not replace any code, either partially or wholly. The builder must be aware of local codes that may impact this project.

Pre-Wire Specifications

1. All wires must be homerun, video and telephone from wall plates to the structured wiring distribution center per the TIA-570 wiring specification.
2. Mud rings to be installed at same height as boxes for duplex receptacles.
3. Mud ring for wall phone outlet to be installed 52" off of floor.
4. Cable holes in studs and joists must be drilled to at least 1" in diameter. Appropriate size grommets must be used in all metal stud applications to prevent cable damage.
5. Both ends of cables must be tagged and identified. Leave 16 inches of excess cable in enclosure for each cable run.
6. DO NOT EXCEED MAXIMUM BEND RADIUS OF 3" FOR CAT 5e & coaxial cables.
7. DO NOT EXCEED 25lbs OF PULLING FORCE to avoid compromising the integrity of the cable.
8. Use plastic cable straps and cable staples – DO NOT USE METAL CABLE STAPLES OR STAPLE GUNS.
9. Roll all cable runs, not compromising the 3" rule, and secure to mud-ring.
10. In order to support the quality and integrity of the "structured wiring system", the Cat5e and RG-6 cables need to be installed at least one stud cavity away from power wires. When the low voltage wiring needs to cross a power cable, it should do so at a right angle to minimize interference.

Structured Wiring Distribution Center

Each residential unit will have a Structured Wiring Distribution Center. The distribution device must be 14 ¼" wide, at least 4" deep and 20" high to accommodate all of the cables and panels required. The distribution center shall provide a central distribution point and be able to support voice, data, and cable TV and shall:

1. The Structured Wiring Distribution Center enclosure is to be recessed on center of 16" studs.
2. Bottom edge to be 60" above floor.
3. Grommets must be installed in panel to prevent cable damage.
4. Install (1) single-gang mud ring in the same stud bay as the enclosure. Mounting height should be 4" below the enclosure.
5. Have a knock out to accommodate AC power requirements.
6. Coaxial cables must be routed through the enclosure's (2) right top cable entry holes, CAT 5e cables to be routed through the top left cable entry holes.
7. Include an incoming service panel for service termination.
8. Include a voice & data panel for distribution of outgoing services for bridged (voice) and non-bridged (data) connections.
9. Have internal mounting hole pattern that is universal such that modules with size multiple of 1.75" (as per EIA/TIA 310D standard) may be mounted.
10. Be mountable in a standard stud cavity (16" on center) or surface mountable.
11. Have cable entry holes top and bottom.
12. Have mounting depth guides for proper drywall alignment.
13. Be constructed of 20-gage steel for overall rigidity.
14. Have extensive use of internal slots for hook & loop and /or cable ties for optimum cable and wire management.
15. Have snap-in cable bushings to protect twisted pair, coaxial and fiber optic cables.
16. Have an oversized cover to cover up any sheetrock imperfections or rough edges.
17. Have an easily removable cover, for access to internal components.
18. Be lockable to provide a secure environment for internal components.
19. Meet UL requirements for low voltage distribution centers.
20. Be manufactured by an ISO 9001 registered company.
21. The Structured Wiring Distribution Center shall be a maximum of 300 feet away from the telecommunications demarcation point adjacent to the power meter box on the outside of the house.

Equivalent Products

All products selected by the builder for installation, including but not limited to enclosures, faceplates, jacks, panels, racks, cabinets, patch cords and modules, for the purpose of this document shall be from a single manufacturer to insure the integrity of the residential structured wiring system specific to each residential unit. The same manufacturers Cat 5e wiring and RG 6 coaxial cable shall be used throughout each residential unit.

PROCEDURES FOR PLAN REVIEW

In order to assist each Developer/Builder in planning and designing Neighborhoods and homes, to help insure compliance with these guidelines, and to take full advantage of the unique opportunities at Mariposa, a comprehensive design review process administered by the Founder has been established.

The Founder has exclusive jurisdiction over all residential construction in Mariposa and requires compliance with these Guidelines.

DESIGN REVIEW PROCEDURES

The design review process was developed to provide adequate checkpoints to minimize time and money spent on residential designs, which may not adhere to the Guidelines, or to the overall philosophy of Mariposa and to guide and educate Developer/Builders relating to the Guidelines and the philosophy through the design review process. Thus, helping insure that all projects comply with the philosophy and Guidelines.

Each Neighborhood within Mariposa will process their house plans in one of two ways. The Developer/Builder will either obtain a "one-time" approval for specific models from the Founder or each individual house plan must be submitted to the Founder for review and approval. This section will discuss the process for both.

SUPPLEMENTAL GUIDELINES

A Developer/Builder of a Neighborhood may have Supplemental Guidelines to address design criteria, restrictions or, requirements that may be exclusive to that specific Neighborhood. The Founder must approve any Supplemental Guidelines. A separate review committee comprised of the original Developer/Builder may be formed to enforce these Supplemental Guidelines. This committee must approve all plans in writing prior to review by the Founder. This applies to the original construction. Any modifications, after original construction, may either be reviewed or delegated by the Founder, to a Modification Committee that will have sole responsibility for review and approval of such modifications.

BUILDER APPROVAL

All Builders must sign a Mariposa Master Builder Agreement and be approved by the Founder.

BUILDER DEPOSIT

A deposit of \$4,000 must accompany the Master Builder Agreement for each Builder. The \$4,000 is considered a construction deposit that can be used, or a portion of, for construction regulation violations, as described in the Construction Regulation section of these Guidelines. This deposit is assigned to the Builder not an individual home. The Builder is required to replace any portion of the \$4000 that may have been used. The deposit will remain with the Founder until the Builder decides to no longer build in Mariposa. Once the builder requests return of the deposit, their name will be removed from the "Approved Builder List". If they wish to build in the future, the steps above must be repeated.

PRE APPROVED MODELS

A Developer/Builder may choose to have all of their model and style elevations approved in advance. Thus, those homes will not require individual approval. A pre-design meeting will be held with the Founder and the Developer/Builder will present all the proposed models and subsequently must inform the Founder of the selected model for each lot.

The proposed materials, colors and different elevations must also be presented. If there are any changes or modifications to the exterior of the approved plans, the Founder must approve these changes prior to any installation or construction of those changes.

INDIVIDUAL HOUSE PLANS

Individual house plans must be submitted if they are not a pre-approved model, are a deviation of a pre-approved model, or if the house is being constructed by a Builder other than the original Developer/Builder. The submittal must include all of the requirements listed below except the landscape plan must be specific to the lot and based on the conceptual landscape plan. Also the Builder is responsible for complying with any Supplemental Guideline requirements and restrictions as well as processing the plans through any separate review committee (if applicable) prior to submittal to the Founder. If there are any changes or modifications to the exterior of the approved plans, the Founder must approve these changes prior to any installation or construction of those changes.

PLAN REVIEW

Plan Review Submittals shall include:

1. **TWO reduced (11" X 17") sets will be submitted to the Founder.**
2. **Floor and Roof Plans: Show areas of flat and sloped roofs and all roof mounted equipment such as air conditioning units, solar panels, skylights, etc.**
3. **Building Elevations: Must include all four elevations. Must show massing, exterior materials and colors as well as all dimensions and heights of parapets or roof ridge lines.**
4. **Electrical Plan: Must show the location, number, style and type of all exterior light fixtures whether building mounted, recessed, ceiling, or any other type.**
5. **Structured wiring requirements must also be identified on the electrical plan (see Structural Wiring section of these Guidelines for more detail).**
6. **Site Plan: Must show the approved finished pad elevation, driveway and walkway locations, wall locations and dimensions. The required building setbacks must be included.**
7. **Conceptual Landscape Plan: Must show a conceptual design of the front yard. Must include locations, sizes, quantities and species of plant materials as well as type and size of ground cover materials. This plan will be used to review the front yard landscaping for each lot.**
8. **Any standard notes, based on Guideline requirements, established by the Founder.**

SUBMITTAL OF REVISED DRAWINGS

Founder comments regarding the plans will be marked on one set and returned to the Developer/Builder. Once the changes have been incorporated into the plans, the Developer/Builder

must re-submit two revised sets, along with the marked set, for review by the Founder.

PLAN APPROVAL

Once the Founder has approved the plans, the reduced sets will be stamped "Approved". One of those sets will be returned to the Developer/Builder and the other will remain in the Founder's file.

BUILDING PERMIT

Builder must have plans approved by the Founder and separate review committee (if applicable), prior to building permit submittal. After approval by the Founder, the Developer/Builder is responsible for securing a building permit from the City. Construction must be in accordance with the Founder approved plan and all applicable governmental rules and regulations. If the City of Rio Rancho requires any changes to the Founder "Approved" plans, the Developer/Builder must inform the Founder.

VARIANCE FROM GUIDELINES AND PROCEDURES

The Charter provides that the Founder may authorize a variance from any of the Guidelines and procedures when there are special circumstances. The brief description and notice of variance issues in these Guidelines is not intended to replace the Rules and Regulations for granting a variance. It is intended only to put the reader on notice that a variance procedure is in place. For additional information you should review the Rules and Regulations for "Granting A Variance".

Requirements and Recommendations:

1. Rules and Regulations for granting a variance may be obtained from the Founder.
2. A variance can only be granted when, in the sole and absolute opinion of the Founder, a unique circumstance dictates.
3. A variance can only be granted when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations exist/apply.
4. Granting of variances is not lightly undertaken by the Founder. It is strongly suggested that applications for a variance by an owner only be considered under extreme circumstances.

ENFORCEMENT

During the course of construction, the Founder or designee will enforce all of the restrictions and requirements of the Guidelines as well as ensuring that the home is built in substantial compliance with the Founder approved plans.

NONWAIVER

Any approval by the Founder of drawings or specifications, work done or proposed, or in connection with other matters requiring approval under these Guidelines or the Charter, including a waiver by the Founder, shall not be deemed to constitute a waiver of the right to withhold subsequent approval. An oversight by the Founder of non-compliance at anytime during the review process, construction process or during the final inspection, does not relieve the Developer/Builder from compliance with the Guidelines, the Charter and all other applicable codes, ordinances and laws.

CONSTRUCTION REGULATIONS

To assure that the intent of these Guidelines are incorporated into the building process and that the natural landscape of Mariposa is not unduly damaged during construction, the following Construction Regulations shall be a part of the contract documents. The Founder will conduct a monitoring program during the course of any construction to assure that building is proceeding in accordance with the Guidelines.

MARIPOSA BUILDER PROGRAM

Each Builder must be approved to build in Mariposa. This approval includes the execution of a Master Builder Agreement and the submittal of a \$4,000 builder deposit as assurance of their intent to comply with the provisions of these Guidelines.

CONSTRUCTION REVIEW

The Founder can inspect work in progress. Each construction site will be monitored to ensure the regulations are followed. Any evidence of non-compliance with the Guidelines will be communicated to the Developer/Builder immediately.

CONSTRUCTION REQUIREMENTS

Occupational Safety and Health Act Compliance (OSHA)

All applicable OSHA regulations and guidelines must be strictly observed at all times. However, the Founder is not responsible for enforcing OSHA regulations.

Construction Trailers, Portable Field Offices, Etc.

Any Developer/Builder who desires to place a construction trailer, field office, or the like, within the neighborhood, shall obtain written approval from the Founder by submitting a copy of a site plan with proposed locations. Temporary structures must be removed upon completion of construction.

Sales Office/Trailer

A Developer/Builder may desire to either locate a temporary sales office on the tract or use a model as a sales office on site. Plans for a sales trailer must be submitted for Founder approval and must include location, size, access, parking, and any other pertinent information required by the Founder. If a model home is used, the Developer/Builder should inform the Founder of the location and parking configuration.

Fencing

To protect the Natural Area and Open Space of a lot from damage during construction, the Founder may require a fence, at least six feet high, to be installed to enclose the construction area. During construction, Neighborhoods must be fenced in accordance with the SWPPP requirements.

Disturbance Of Natural Areas

Many of the Neighborhoods are surrounded by Natural Areas and Open Space that are to remain natural, except for drainage infrastructure or pedestrian trails that are approved and shown on the construction plans. The Founder must approve any proposed construction within these areas prior to start of construction. Upon completion of the construction any disturbed areas must be restored to their natural state.

Debris And Trash Removal

Developer/Builder is responsible for neat and clean maintenance of the construction site.

Requirements and Recommendations:

1. Developer/Builders shall clean up all the trash and debris on the construction site to maintain a neat and clean appearance. Trash and debris shall not be allowed to accumulate.
2. Developer/Builders must immediately clean up trash and debris that has blown from their job site onto adjacent lots or Natural Areas/ Open Space.
3. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site.
4. Temporary concrete "wash pits" must be in approved locations within the construction site and cleaned after completion of construction.
5. Unightly dirt, mud, or debris from activity on construction site and on the adjacent public street must be promptly removed and the general area cleaned up.
6. Fuels, lubricants and other petrochemicals must be stored outside of the 100-year flood plain and any Lateral Erosion Envelope (LEE) line. Protect against construction equipment leaks or discharges of fuels or lubricants in the riparian ecosystem. Contain petrochemical spills including contaminated soil and dispose of it properly.
7. Developer/Builders are prohibited from dumping, burying, or burning trash anywhere in Mariposa except as expressly permitted by the Founder.
8. During construction, each construction site and the route to and from the construction site shall be kept neat and clean and shall be properly policed to prevent a public eyesore.

Stormwater Pollution Prevention

The Developer/Builder must prepare and implement an EPA Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent (NOI) for Storm Water Discharges associated with construction activity under a National Pollutant Discharge Elimination System (NPDES) general permit.

Requirements and Recommendations:

1. Under the provisions of the Clean Water Act, federal law prohibits storm water discharges from certain construction activities to waters of the United States unless that discharge is covered under a NPDES permit.
2. You may obtain additional information regarding NPDES and submit your NOI electronically at: www.epa.gov/npdes/stormwater/cgp or telephone the Storm Water Notice Processing Center at 866-352-7755.
3. The Founder has no responsibility for review, approval or maintenance of individual SWPPP's, but will require implementation of "Best Management Practices" (BMP) to minimize storm water pollution during construction.

Recommendations for BMP's:

- a) Silt Fence at appropriate areas
- b) Rock cobble pads at drive connections to streets
- c) Installed temporary or permanent drainage ponds and facilities
- d) Hay bales at appropriate areas
- e) Rock cobble dams at appropriate areas
- f) Trash containers and frequent trash removal
- g) Concrete washout pits
- h) Protection devices utilizing BMP's to control runoff or erosion from arroyos or streets
- i) Protection of trees and major shrubs
- j) Street sweeping as required

4. Job sites need to have all permits properly posted to comply with EPA requirements.
5. Developer/Builder is responsible for compliance with EPA regulations, including inspection and record keeping related to the SWPPP.
6. Non-compliance with EPA and SWPPP requirements is subject to fines by the EPA and Founder, as provided in these Guidelines.

Recycle Of Construction Materials

Founder intends to establish a program for the recycling of construction materials and Developer/Builder shall cooperate with such a program.

Dust And Noise Control

The Mariposa community must be protected from dust and noise arising from construction activities.

Requirements and Recommendations:

1. Developer/Builder shall maintain a program of dust and erosion control at all times during construction and until cut and fill areas are stabilized and planted areas established.
2. The Developer/Builder shall be responsible for controlling dust and noise, including, without limitation, music from the construction site in accordance with all governmental regulations and ordinances pertaining to noise and blowing dust.
3. Special precautions to prevent blowing dust must be taken during windy periods as well as weekends.
4. Developer/Builder must comply with all City of Rio Rancho requirements and Best Management Practices (BMP) as described under the Stormwater Pollution Prevention section of these Guidelines.

Sanitary Facilities

Each Developer/Builder shall be responsible for providing adequate on-site sanitary facilities.

Requirements and Recommendations:

1. Portable toilets or similar temporary toilet facilities shall be located only within the construction site unless the Founder approves an alternate area.

Vehicles And Parking Areas

Each Developer/Builder shall be responsible for its subcontractors and suppliers.

Requirements and Recommendations:

1. Adhering to the speed limits and traffic regulations posted within the development shall be a condition included in the contract between the Developer/Builder and its subcontractors/suppliers. Repeat offenders may be denied future access to Mariposa by the Founder.
2. The Founder may impose fines against the Developer/Builder and/or the Builder deposit debited for violations.
3. Construction crews shall not park, turn around on, or otherwise use, other lots, unless owned by the Developer/Builder. Under no circumstances shall construction crews trespass on Open Space.

4. Private vehicles, construction vehicles and machinery shall be parked only within the construction site or in areas designated by the Founder.
5. All vehicles shall be parked in a manner not to inhibit traffic.
6. Any disturbance outside the construction site from construction vehicles must be restored immediately.

Excavation Materials

Excess excavation materials must be hauled away from Mariposa at the time of excavation and not stored on the site, unless approved by the Founder.

Blasting

The Founder does not anticipate blasting will be necessary. However, if blasting is needed, the Founder must be informed in advance and in writing by expert consultants to make sure that the blasting may be accomplished safely.

Requirements and Recommendations:

1. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the Founder based upon such advice from a qualified consultant.
2. Applicable governmental regulations concerning blasting must be observed and all required permits obtained.
3. The Founder's only responsibility is to require evidence of such consultant's expertise; therefore the Founder shall have no liability for the blasting.

Restoration/Repair of Damage To Other Property

Requirements and Recommendations:

1. Damage and scarring to any property, open space or other lot, including, but not limited to roads, driveways, concrete curbs, gutters, utilities, vegetation and/or other improvements, resulting from construction operations, will not be permitted.
2. If damage occurs, it must be repaired and/or restored promptly and any resulting expenses are the responsibility of the Developer/ Builder.
3. If a Developer/Builder or subcontractor causes any damage to the streets, landscaping, walkways or walls, the responsible party must rectify it immediately.

Construction Signage

All signs at Mariposa will conform to a unified standard prescribed by the Founder.

Requirements and Recommendations:

1. Only one construction sign will be allowed per lot.
2. Construction signs may convey the general contractor's and/or architect's identification name, logo, and telephone number.
3. The Builder at the completion of construction shall remove construction signs.
4. No other signs (i.e. subcontractors, material suppliers) are permitted on the lot.

5. No banners, flags, balloons, etc., are permitted, except for temporary special events and must be approved by the Founder.
6. Signs must conform to the requirements of the City of Rio Rancho.

Miscellaneous and General Practices

All Developer/Builders will be responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors while on the premises of Mariposa.

Requirements and Recommendations:

1. No changing oil on any vehicle or equipment on the site itself or any other location within Mariposa, unless the Founder designates a location for that purpose.
2. No concrete suppliers, plasterers, painters, or any other subcontractors are allowed to clean their equipment anywhere but the location specifically designated, if any, for that purpose by the Founder.
3. Any inadvertent, or intentional spills, washouts of concrete, plaster, paint, etc. must be cleaned immediately. This includes spills on streets or right-of-ways.
4. Removing rocks, plant material, topsoil, or similar items from any property of others within Mariposa, including other construction sites, is prohibited.
5. Carrying any type of firearms within Mariposa is strictly prohibited.
6. Using disposal methods or equipment other than that approved by the Founder is prohibited.
7. No disposing carelessly 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.
8. Fires of any type including campfires and burning of waste material or trash is prohibited.
9. Damage to or removal of protected plants or plant materials (not previously approved for removal by the Founder) is prohibited.
10. Disposing of trash or any other material on any lot, Natural Areas/Open Space or any other property in Mariposa is prohibited.
11. Bringing pets (particularly dogs) into Mariposa by construction personnel is not allowed. In the event this request is ignored, the Founder shall have the right to contact impounding authorities. The Founder may refuse to let the Builder or subcontractor continue working or to take action as may be permitted by law, by these Guidelines, or the Charter.

Preservation Of Cultural Sites

A detailed archaeological survey has been conducted for Mariposa East. The land plan and platting for Mariposa East has fully investigated known cultural sites or avoided them, therefore no additional cultural investigation should be necessary. If any cultural sites are found during construction, contact the Founder immediately and construction must stop in that area.

Developer/Builder shall not undertake any of the activities listed below without prior written approval of the State of New Mexico Historic Preservation Division and the Founder:

1. An activity, which directly or indirectly jeopardizes the physical integrity of a cultural site that may be discovered during construction, is prohibited.
2. Removal of artifacts, structures or other items associated with a cultural site is strictly prohibited.

COMMENCEMENT OF CONSTRUCTION

Once the Founder has approved plans, the Developer/Builder must begin construction within one year and substantially complete construction one year thereafter.

DAILY HOURS OF OPERATION

Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset unless the Founder designates other hours in writing.

INSPECTIONS

The Founder may require an inspection of the electrical/structural wiring when it is roughed in and upon completion of wiring.

The Founder may review the site throughout construction and will notify the Developer/ Builder of any inconsistencies or potential violations. These must be rectified immediately.

The Developer/Builder will notify the Founder of completion of construction. The Founder will inspect the site including improvements for compliance with the Founder approved plans within 15 days of such notice. The Founder shall notify the Developer/Builder in writing of any violations or inconsistencies with the approved plans. The Developer/Builder shall remedy these noncompliances within 30 days of receipt of the notification. If the issues have not been rectified in that time period, the Founder may take action as outlined in the Mariposa Charter.

ENFORCEMENT

The Founder has the power to impose reasonable fines, which shall constitute a lien upon the unit of the violator in addition to other rights, which are specifically granted in these Guidelines, in the Charter and in the By-Laws of the Association. A list of fines may be obtained from the Founder. The Founder may retain the construction deposit until all violations are cured or apply it to cure violations and satisfy outstanding fines.

Any structure (or improvement) placed or made in violation of the Charter and the Guidelines shall be deemed to be nonconforming. Upon written request from the Founder, the Developer/Builder shall remove such structure (or improvement) at his own expense. The land must then be restored to substantially the same condition as existed prior to the nonconforming work. Should a Developer/Builder fail to restore as required, the Founder or its designees shall have the right to enter the property, remove the violation and restore the property to its original state.

The Founder may exclude any contractor, subcontractor, agent, employee, or other invitee of a Developer/Builder who fails to comply with the terms and provisions of the Guidelines.

NONWAIVER

Any approval by the Founder of drawings, specifications or work done, proposed or in connection with other matters requiring approval under these Guidelines or the Charter, including a waiver by the Founder, shall not be deemed to constitute a waiver of the right to withhold subsequent approval. An oversight by the Founder of non-compliance at anytime during the review process, construction process or during its final inspection, does not relieve the Developer/Builder from compliance with these Guidelines and all other applicable codes, ordinances and laws.

Upon recording, please return to:

President

High Desert Investment Corporation

3791 Southern Boulevard, Suite 202

Rio Rancho, New Mexico 87124

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COMMUNITY CHARTER

FOR

MARIPOSA RESIDENTIAL PROPERTY

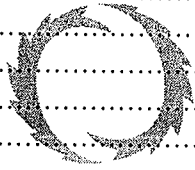


M A R I P O S A

HYATT & STUBBLEFIELD, P.C.
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Peachtree Center South Tower
225 Peachtree Street, N.E., Suite 1200
Atlanta, Georgia 30303

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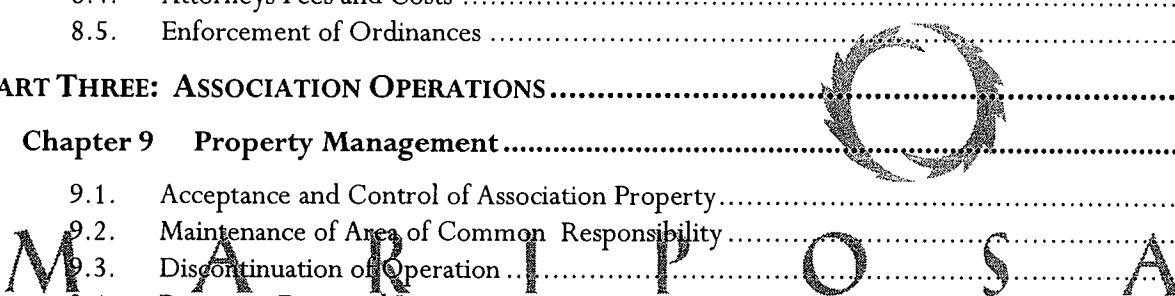


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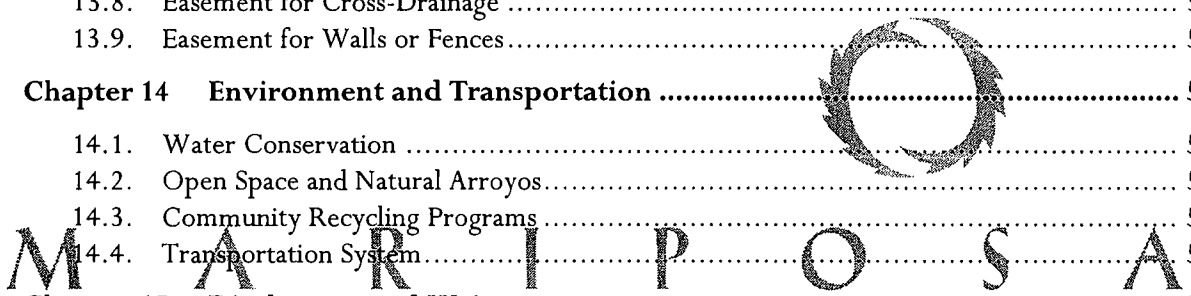


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TABLE OF EXHIBITS

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A	Initial Property	1
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C	Initial Rules	3
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COMMUNITY CHARTER

FOR MARIPOSA

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PREAMBLE

High Desert Investment Corporation, a New Mexico corporation, as the Founder of Mariposa, has established and recorded this Community Charter ("**Charter**") to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance, and preservation of Mariposa as a master planned community. The Charter sets forth provisions regarding development, property ownership, operating methods, and the rights and responsibilities of the Association and owners. Attached as Exhibit "D" to the Charter is the Association's By-Laws, which are drafted in accordance with New Mexico non-profit corporation law and set forth the procedures for operating the Association.

The Founder intends to develop Mariposa as a mixed-use community while combining the traditions of the Southwest with a unique living experience. An integral part of Mariposa's development plan is the formation of Mariposa Community Association, Inc., a New Mexico nonprofit corporation whose membership consists of all owners of residential property in Mariposa (the "**Association**"). The Association's roles are to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Charter and the other Governing Documents referenced in this Charter. In order to assure that Mariposa is developed, maintained, and preserved in a manner that is consistent with these goals, the Founder has recorded or intends to record the Community Covenant for Mariposa, which governs all of the property within Mariposa and institutes community building initiatives. In addition, the Founder has established this Charter to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of certain residential components of Mariposa.

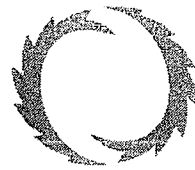
DECLARATION OF COVENANT

The "**Community**" referred to in this Charter consists of the property described in Exhibit "A" and any additional property made subject to this Charter in the future by amendment or supplement, as provided for in the following chapters. This Charter shall run with the title to such property, binding not only Mariposa Development Company, its successors and assigns (the "**Founder**"), but also the future owners of any portion of the property; their respective heirs, successors, successors-in-title, and assigns; and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Charter shall also be binding upon the Association, its successors and assigns.

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PART ONE: INTRODUCTION TO THE COMMUNITY

To accomplish great things, we must not only act, but also dream; not only plan, but also believe.
Anatole France



M A R I P O S A

Chapter 1

Governing Documents

A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agree to uphold. Those principles are set forth in the community's governing documents, which serve as a tie that binds the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

1.1. Scope and Applicability

The Community has been established and is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of property in the Community, as well

as on anyone else that may now or in the future have an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include this Charter and the other documents described in Table 1.1, as they may be amended. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents. All owners and occupants shall be held accountable and liable for the actions of their tenants, guests, and invitees.

GOVERNING DOCUMENTS	
Community Charter: (recorded)	this Community Charter for Mariposa, which creates obligations that are binding upon the Association and all present and future owners of property in Mariposa
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit additional property to this Charter; create easements over the property described in the Supplement; impose additional obligations or restrictions on such property; designate Neighborhoods, Service Areas, Election Districts, or Limited Common Areas; or any of the foregoing
Articles of Incorporation: (filed with the New Mexico Secretary of State)	the Articles of Incorporation of Mariposa Community Association, Inc., as they may be amended, which establish the Association as a nonprofit corporation under New Mexico law
By-Laws: (attached as Exhibit "D")	the By-Laws of Mariposa Community Association, Inc. adopted by its Board of Directors, as they may be amended, which govern the Association's internal affairs, such as voting, elections, meetings, etc. A copy of the By-Laws is attached as Exhibit "D"
Guidelines for Sustainability: (Founder adopts)	the design, architectural, and aesthetics standards, and sustainable development and environmental preservation guidelines adopted pursuant to Chapter 5, as they may be amended, which govern new construction and modifications to Units, including structures, landscaping, conservation, and other items on Units
Rules: (initial set attached as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within Mariposa
Board Resolutions: (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of the property which the Association owns or controls

Table 1.1 - Governing Documents

Governing Documents

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1.2. Additional Covenants

The owner of any property within the Community may impose additional covenants on such property with such approval as may be required pursuant to Section 17.3 and 20.6. If the provisions of any such additional covenants are more restrictive than the provisions of this Charter, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

1.3. Conflicts/Severability

If there are conflicts between any of the Governing Documents and New Mexico law, New Mexico law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents will control.

Diagrams, tables, and text set apart in boxes, some with "key" icons, are used in the Governing Documents to illustrate concepts and assist the reader. If there is a conflict between any of these and the text of the Governing Documents, the text shall control. In addition, the quotations throughout this Charter are for information only and have no legal effect.

Space has been set aside throughout this Charter to allow the reader to make notes. Those spaces and the heading that denotes the spaces are not part of this Charter.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4. Definitions

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found at the end of this Charter. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Notice. All references in this Charter to "**notice**" shall be deemed to refer to written notice by personal delivery, United States mail, private carrier, or, if the intended recipient has given its prior written authorization to use such method of delivery, facsimile or electronic mail with written confirmation of transmission.

Governing Documents

Notices shall be deemed to have been duly given and effective if:

(a) sent by United States mail, three days after deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(b) delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(c) sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.


Recording. All references in the Governing Documents to a "recorded" legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the official records of Sandoval County, or such other place designated as the official location for filing documents affecting title to real estate in Sandoval County in order to make them a matter of public record.

Community-Wide Standard. Where the Governing Documents require compliance with the "Community-Wide Standard," the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community, or (b) the minimum standards described in this Charter, the Community Covenant, the Guidelines for Sustainability, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board's, the Assembly's, or the Sustainability Review Board's discretion. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard

may evolve as development progresses and as Mariposa changes.

Maintenance. All references in this Charter to "maintenance" shall refer to maintenance, repair, rehabilitation, and renewal.

1.6. Term and Termination

 There is an old concept of law known as the "Rule Against Perpetuities" that restricts how long covenants can affect the title to land. Many jurisdictions no longer observe such rule; however, where the rule applies, the term of the covenants cannot exceed 21 years after the death of a named person who is living at the time the covenants are recorded.

This Charter is intended to be of perpetual duration. However, if New Mexico law restricts the duration of covenants running with the land, any provision in this Charter affected by such law shall run with and bind the land for so long as permitted under the law, after which time the provisions shall be automatically extended for successive 10-year periods unless at least 75% of the then Owners and the Founder, for so long as it owns any property within Mariposa, sign a document stating that the Charter is terminated and that document is recorded within the year before any extension. In such case, this Charter shall terminate on the date specified in the termination document.

If any provision of this Charter is or becomes unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

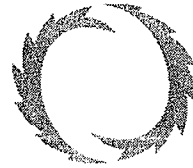
This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

Governing Documents

Government is a trust, and the officers of the government are trustees; and both the trust and the trustees are created for the benefit of the people. Henry Clay

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NOTES AND THOUGHTS



M A R I P O S A

Chapter 2 Community Administration

Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Association, the owners, the builders, and others have a role in the functioning of the community and in helping to fulfill that vision. This chapter identifies these stakeholders and describes their roles in administering the Community.

2.1. The Founder

The Founder has established the vision for the Community and, through the Governing Documents, has set forth the founding principles that will guide the Community during the initial period of development and sale and thereafter. The Founder's proposed plan for development of the Community is described in the land use plan(s) for Mariposa approved by Sandoval County, New Mexico and adopted by the City of Rio Rancho, as it may be supplemented and amended from time to time, which encompasses all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" (the "**Master Plan**"). However, the Founder is not obligated to submit property shown on the Master Plan to this Charter. In addition, the Founder may submit property to this Charter that is not shown on the Master Plan.

Components of the Master Plan which are incorporated herein by reference are: (i) the Annexation and Development Agreement Between the City of Rio Rancho, the Albuquerque Academy, and High Desert Investment Corporation, dated February 13, 2002, as amended or supplemented from time to time; and (ii) all development or maintenance standards, ordinances, or modifications imposed against Mariposa by the City of Rio Rancho or other governmental agencies. Amendments to any of the above shall not

require an amendment to this Community Charter.

The Founder has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Founder may exercise certain of these rights throughout the "**Development and Sale Period**," which is the period of time during which the Founder or any of its successors or assigns owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 17.

Other rights may be exercised only during the "**Founder Control Period**," which is the period of time that the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). It begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(a) when 75% of the total number of Units permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to persons other than builders holding title for purposes of construction and resale;

(b) 40 years after this Charter is recorded, or

(c) when, in its discretion, the Founder so determines and declares in a recorded instrument.

The Founder has certain approval rights for a limited period as provided in the By-Laws after the termination of the Founder Control Period.

The Founder may assign its status and rights as the Founder under the Governing Documents to any person who takes title to any portion of the

Community Administration

property described in Exhibit "A" or "B" for the purpose of development and/or sale. Such assignment shall be made only in a recorded instrument signed by both parties.

2.2. The Association

The Founder has established the Association as the primary entity responsible for administering Mariposa in accordance with the Governing Documents. On most matters, the Association acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Association's members. Unless the Governing Documents or New Mexico law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

The Association may exercise all rights and powers that the Governing Documents and New Mexico expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

2.3. The Board

The Board is the body responsible for administration, management, and operation of the Association. The Board is selected as provided in the By-Laws and serves the same role as a board of directors under New Mexico corporate law.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

2.4. The Owners

Each Person that holds record title to a Unit is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Unit has more than one Owner, all Co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in Part Two of this Charter. Each Owner also has an opportunity to participate in the administration of the Community through membership in the Association and through service to the Community in various committee and leadership roles, as described in Chapters 3 and 4 and in the By-Laws.

2.5. Builders

Much of the responsibility and credit for helping to create Mariposa rests with the "Builders" -- those Persons who purchase one or more unimproved lots or parcels of land within Mariposa for further subdivision or development and resale in the ordinary course of their business. The Builders have the same privileges and responsibilities as Owners during the time that they own

Community Administration

Units for construction and resale, including the privileges of membership in the Association. In addition, the Founder may extend to Builders it designates some of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community.

The Founder recognizes the importance of Builders in the Community and considers each Builder to be an important representative of Mariposa. The Founder will often look to Builders to transfer Mariposa's community vision and mission to Owners. The Builders' role in the community is also vital to Mariposa's commitment to sustainable development and preservation of the environment, now and for years to come.

2.6. The Assembly

The Founder has created the Mariposa Assembly, Inc. ("**Assembly**") as a means of generating, enhancing, and pursuing a genuine sense of community within Mariposa. While the Association is primarily responsible for managing real property and enforcing Rules for Mariposa, the Assembly exists to empower, encourage, and provide a means for each Owner and occupant of Mariposa to participate in and benefit from environmental, educational, and community-oriented affairs, services, programs, and activities.

The Assembly has rights and responsibilities, which are described in and governed by the recorded Community Covenant for Mariposa ("**Community Covenant**") and its by-laws and articles of incorporation. The Association and all Owners are subject to the Community Covenant and the Assembly's jurisdiction. Unless otherwise indicated, any reference in the Governing Documents to approval or other action by the Assembly refers to action by the Assembly's board of directors ("**Assembly Board**"), as governed by the Assembly's governing documents.

In any event, the Assembly's approval shall not unreasonably be withheld, conditioned, or delayed. In the event of a conflict between the Governing Documents and the Assembly's governing documents with respect to the Assembly's rights and responsibilities, the Assembly's governing documents shall control. In the event of a conflict between the Governing Documents and the Assembly's governing documents with respect to the Association's rights and responsibilities, the Governing Documents shall control.

2.7. Neighborhood Associations

Portions of the Community may be developed under a condominium form of ownership or under other circumstances that require a separate owners association to administer additional covenants applicable to that particular area. Any such association is referred to as a "**Neighborhood Association**". However, nothing in this Charter requires the creation of a Neighborhood Association, and the jurisdiction of any Neighborhood Association shall be subordinate to that of the Association.

Neighborhood Associations, if any, are responsible for administering the additional covenants applicable to the property within their jurisdiction and for maintaining, in accordance with the Community-Wide Standard, any property which they own or which their respective covenants designate as being for the common benefit of their members.

2.8. Mortgagees

If a Unit is made subject to a mortgage or other form of security instrument affecting title to a Unit ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 16.

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A community is like a ship; everyone ought to be prepared to take the helm. Henrik Ibsen

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Chapter 3

Community Structure and Organization

The Community consists of parcels of property, referred to as Units, which are intended for the exclusive use of the Owner and other occupants of such parcel, as well as property that is intended for common use. Units are grouped into Neighborhoods and Election Districts to facilitate voting on Association matters. Units are assigned to Service Areas to permit the Association to provide special services and benefits to, and at the expense of, particular areas of the Community.

3.1. Designations of Properties Comprising the Community

Units. The Governing Documents refer to the homes and home sites in Mariposa as "Units." A Unit is a portion of Mariposa, depicted in a recorded subdivision plat, survey, or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residence for a single family. The term "Unit" refers to the land, if any, which is part of the Unit as well as to structures or other improvements on the Unit. A parcel of land is considered a single Unit until such time as a subdivision plat or condominium instrument is recorded subdividing it into more than one Unit. The term "Unit" does not include Common Areas, as defined below, common property of any Neighborhood Association, or property dedicated to the public.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit or enjoyment of more than one Unit is referred to as "Common Area." The Common Area also includes any property

that the Association holds under a lease and any easements in favor of the Association.

Limited Common Area. Certain portions of the Common Area may be designated as "Limited Common Area" for the exclusive use or primary benefit of Units in specified portions of the Community. Limited Common Areas might include such things as entry features, recreational facilities, lakes, and landscaped medians and cul-de-sacs, among other things.

The Founder may designate property as Limited Common Area and assign it to particular Units on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Charter. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Units.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 9.

Community Structure and Organization

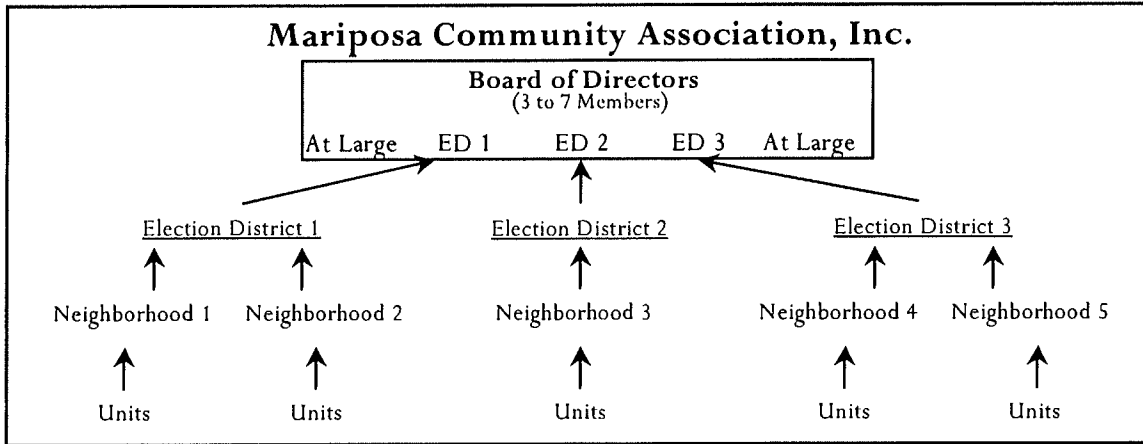


Diagram 3.1. The number of Neighborhoods and Election Districts shown is for illustrative purposes only; the actual number may vary. All Election Districts will vote for election of directors to fill any "at large" seats.

3.2. Neighborhoods

Units are grouped into "Neighborhoods" to facilitate a system of representative voting on matters as to which the Governing Documents require approval of the Association's membership. A Neighborhood may be comprised of any number of Units and may include Units of more than one housing type, as well as Units that are not contiguous to one another.

The Founder will initially assign Units to a specific Neighborhood (by name of other identifying designation) either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally record a Supplement, or an amendment to this Charter or any previously recorded Supplement, to designate or change Neighborhood boundaries. Thereafter, the Board may amend this Charter or any Supplement to re-designate Neighborhood boundaries; however, the Board may not combine two or more existing Neighborhoods without the consent of Owners of a majority of the Units in the affected Neighborhoods.

3.3. Election Districts

The Founder or the Board may designate "Election Districts," consisting of the Units within one or more Neighborhoods, for the purpose of electing directors to the Board. The method of establishing Election Districts and their role in elections are set forth in the By-Laws. The number of Election Districts shall not

exceed the total number of directors on the Board. The purpose of Election Districts is to provide for representation on the Board by groups with potentially dissimilar interests and to avoid a situation in which particular groups are able to elect the entire Board due to the number of votes they represent.

Diagram 3.1 illustrates the Association's organizational structure and the manner in which each Election District will elect representatives to the Board after the Founder Control Period.

3.4. Service Areas

Units may also be part of one or more "Service Areas" in which the Units share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous.

The Founder may initially designate Service Areas and assign Units to a particular Service Area either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to change Service Area boundaries.

Community Structure and Organization

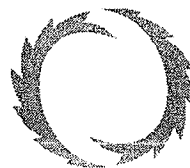
In addition, the Board may, by resolution, designate Service Areas and assign Units to them upon petition of Owners of at least 67% of the Units affected by the proposed designation pursuant to Section 10.2.

The Owners of Units within each Service Area may elect a "Service Area Committee" in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

*Chaos is the law of nature; order is the dream
of men.
Henry Adams*

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Chapter 4

Association Membership and Voting Rights

The Association is a mechanism by which each Owner can participate in the governance and administration of Mariposa. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in each Owner allow the Owners to participate in administration of the Community and influence the outcome of major decisions.

4.1. Membership

The Association initially has two classes of membership: the Owner membership, which is comprised of all Owners, including Builders, and the Founder membership, which consists solely of the Founder.

(a) Owner Membership. Every Owner is automatically a member of the Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any recreational facilities available for use by members.

(b) Founder Membership. The Founder holds the sole Founder membership. The Founder membership shall terminate two years after expiration of the Founder Control Period, or on such earlier date as the Founder determines and declares in a recorded instrument.

4.2. Voting

Each Unit is assigned one equal vote, except that no vote shall be exercised for any property exempt from assessment under Section 12.8. Further, during such time as there is a Founder membership, no vote shall be exercised for Units that the Founder owns; rather, the Founder's consent shall be required for various actions of the Board, the membership, and committees, as specifically provided elsewhere in the Governing Documents.

Due to the number of Units that may be developed in Mariposa, the Governing Documents provide for a representative system of voting. The Owners of Units in each Neighborhood elect a "Voting Delegate" in the manner provided in the By-Laws, to cast the votes of all Units in the Neighborhood on matters requiring a vote of the membership, except where the governing documents specifically require a vote of the Owners. However, until such time as the Board first calls for election of a Voting Delegate for a particular Neighborhood, each Owner of a Unit in such Neighborhood shall be considered a "Voting Delegate" and may personally cast the vote attributable to such Owner's Unit on any issue requiring a vote of the Voting Delegates under the Governing Documents.

The Voting Delegate attends Association meetings and casts all votes assigned to Units in that Neighborhood on any matters requiring a vote of the Association membership. A Voting Delegate may vote all votes it is entitled to cast in its discretion and may, but need not, poll the Owners of Units in the Neighborhood which he or she represents prior to voting. On any matter, other than election of directors, for which a Voting Delegate is entitled to cast more than one

Association Membership and Voting Rights

vote, the Voting Delegate may cast all such votes as a block or split them but shall not be entitled to fractionalize any single vote.

Voting Delegates are subordinate to the Board, and their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in Association governance beyond voting on matters put to a vote of the membership.

In any situation in which an Owner is entitled personally to exercise the vote for his or her Unit, if there is more than one Owner of such Unit, the vote shall be exercised as the co-Owners determine among themselves and advise the Association's Secretary in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

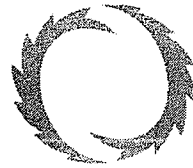
If you don't like something, change it. If you can't change it, change your attitude. Don't complain. Maya Angelou

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PART TWO: COMMUNITY STANDARDS

The price of greatness is responsibility.

Winston Churchill



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Chapter 5

Architecture, Landscaping and Aesthetic Standards

The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Builders and Owners in upholding minimum design, landscaping, and environmental aesthetic standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Units.

5.1. Purpose and Objective

In order to preserve the natural beauty of Mariposa and to establish a long-term, unifying design for Mariposa that assists in the preservation of that natural beauty and to ensure that Mariposa is a sustainable community (*i.e.*, Mariposa's commitment to conservation, preservation, and the enhancement of the natural environment by reducing man's impact on the land), the Founder, and later the Sustainability Review Board ("Sustainability Review Board" or "SRB") shall promulgate and enforce Guidelines for Sustainability and review proposed improvements, alterations, and modifications to structures, landscaping, and natural areas on Units. Additionally, any improvement, alteration, or modification that has an environmental impact on or affects water supply and conservation is subject to review.

Design and environmental review is essential to Mariposa's development and to achieving the following purposes, without limitation, as more fully described in the Guidelines for Sustainability:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, or removal of trees and vegetation which could scar natural landforms;

(b) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Units and with surrounding Units and structures and do not dominate unacceptably any area of Mariposa;

(c) Ensuring that the architectural design of structures and their massing, materials, and colors are visually harmonious with Mariposa's overall appearance and with natural landforms and native vegetations;

(d) Ensuring that plans for landscaping blend or co-exist harmoniously with the natural landscape; and

(e) Promoting sustainable building design and construction techniques that respond to energy conservation and environmental quality considerations.

5.2. General

All site work, landscaping, structures, improvements, and other items placed on a Unit in a manner or location visible from outside of any existing structures on the Unit and/or anything that may have an impact upon sustainability ("Improvements") are subject to standards for design, landscaping, and aesthetics adopted pursuant to this chapter ("Guidelines for Sustainability") and the approval procedures set forth in this chapter, except as this chapter or the Guidelines for Sustainability may otherwise specify.

No prior approval is necessary to repaint the exterior of structures on any Unit using the most recently approved color scheme or to rebuild or restore any damaged structures on a Unit in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done

Architecture, Landscaping and Aesthetic Standards


to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a Unit visible from outside a structure do require prior approval.

Any dwelling constructed on a Unit shall be designed by and built in accordance with the approved plans unless the Founder or its designee, in its discretion, otherwise approves.

Approval under this chapter is not a substitute for any approvals or reviews required by City of Rio Rancho or any governmental agency or entity having jurisdiction over architectural or construction matters.

This chapter shall not apply to the Founder's design and construction activities or to the Association's design and construction activities during the Development and Sale Period.

5.3. Design and Environmental Review Authority

 Initially, the Founder reviews applications for proposed Improvements and determines whether they should be approved. Thereafter, the Board of Directors will appoint a Sustainability Review Board to review applications for proposed improvements. The Founder or the Sustainability Review Board is referred to as the "Reviewer." The Reviewer sets fees for reviewing applications.

(a) Founder. The Founder shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" have been improved with dwellings for which a certificate of occupancy has been issued. The Founder may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, the Founder and its designee

act solely in the Founder's interest and owe no duty to any other Person.

From time to time, the Founder may delegate any or all of its rights under this chapter to other Persons or committees, including the SRB appointed pursuant to Section 5.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Founder's right to revoke such delegation at any time and reassume its prior control, and (ii) the Founder's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this chapter, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

(b) Sustainability Review Board. Upon the Founder's delegation of authority pursuant to Section 5.3(a), or upon expiration or termination of the Founder's rights under this chapter, the Board shall appoint a Sustainability Review Board to assume jurisdiction over matters within the scope of the delegated authority or this chapter, respectively. The SRB shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion unless appointed by the Founder. SRB members need not be Owners or representatives of Owners. The SRB may, but need not, include architects, engineers, or similar professionals. The Association may compensate SRB members in such manner and amount, if any, as the Board may determine appropriate.

Until expiration of the Founder's rights under this chapter, the SRB shall notify the Founder in writing within seven business days of any action (*i.e.*, approval, partial approval, or disapproval) it takes under this chapter. A copy of the application and any additional information the Founder may require shall accompany the notice. The Founder shall have 15 business days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the SRB.

Architecture, Landscaping and Aesthetic Standards

Unless and until such time as the Founder delegates all or a portion of its reserved rights to the SRB or the Founder's rights under this chapter terminate, the Association shall have no jurisdiction over architectural matters.

(c) *Reviewer.* For purposes of this chapter, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer."

(d) *Fees; Assistance.* The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.

In addition, the Association may require a reasonable "Compliance Deposit." Such Compliance Deposit shall be held by the Association to ensure compliance by an Owner and/or its Builder to construct such improvements in accordance with the approval granted pursuant to this Chapter. If, after reasonable notice, an Owner and/or its Builder do not take steps to bring such improvements into compliance with the approval, the Association may use all or a portion of the Compliance Deposit to bring such improvements into compliance. The Association may pursue any and all remedies available under New Mexico law to enforce compliance. Any cost incurred by the Association shall constitute a lien on the violator's Unit.

5.4. Guidelines and Procedures



The purpose of the Guidelines for Sustainability is to maintain a consistent character and quality of appearance for the Improvements within the community to ensure that Improvements are constructed in an orderly manner, and to ensure environmental integrity. The Guidelines for Sustainability may describe what types of plants may be used for landscaping and what types of building materials and design elements are preferred and others that are discouraged. The Guidelines for Sustainability also provide a specific procedure for submitting applications for proposed Improvements and describe how to carry out the construction of the Improvements once approval has been received.

(a) *Guidelines for Sustainability.* The Founder shall prepare the initial Guidelines for Sustainability, which may contain general provisions applicable to all of Mariposa as well as specific provisions that vary among uses or locations within the Community. The Guidelines for Sustainability will address environmental concerns, including regulations for sustainable development, site planning, drainage management, landscape architecture and management, and water and energy conservation. The Guidelines for Sustainability are also intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer, including construction, and architecture. The Guidelines for Sustainability may incorporate provisions from the Master Plan or local, state, and federal law.

The Guidelines for Sustainability are not the exclusive basis for the Reviewer's decisions, and compliance with the Guidelines for Sustainability does not guarantee approval. Owners and/or Builders shall also be required to comply with City of Rio Rancho codes.

The Founder shall have sole and full authority to amend the Guidelines for Sustainability for so

Architecture, Landscaping and Aesthetic Standards

long as it has review authority under Section 5.3(a). The Founder's right to amend the Guidelines for Sustainability shall continue even if it delegates reviewing authority to the SRB, unless the Founder also delegates the power to amend to the SRB. Upon termination or delegation of the Founder's right to amend, the SRB may amend the Guidelines for Sustainability with the Board's consent.

Amendments to the Guidelines for Sustainability shall be prospective only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Guidelines for Sustainability as amended. There shall be no limitation on the scope of amendments to the Guidelines for Sustainability Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines for Sustainability less restrictive and/or more restrictive.

The Reviewer shall make the Guidelines for Sustainability available to Owners and their contractors upon request. In the Founder's discretion, such Guidelines for Sustainability may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Guidelines for Sustainability was in effect at any particular time.

(b) Procedures. Unless the Guidelines for Sustainability provide otherwise, no activities described in Section 5.2 may begin on any portion of Mariposa until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Guidelines for Sustainability require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the pro-

posed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and sustainability, and such determinations shall not be subject to review so long as they are made in good faith and in accordance with required procedures.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; (iii) disapprove the application; or (iv) defer the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than 30 business days after its receipt of a completed application and all required submissions; however, with respect to any SRB determination subject to the Founder's veto right under Section 5.3(a), the Reviewer shall notify the applicant of the final determination within 40 business days after its receipt of the final determination and all required submissions.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Guidelines for Sustainability unless a written variance has been granted pursuant to Section 5.6.

Architecture, Landscaping and Aesthetic Standards

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing. The Reviewer may exempt certain activities from the application and approval requirements of this chapter if such activities are undertaken in compliance with the Guidelines for Sustainability and the Community-Wide Standard.


(c) *Appeals Process.* After the appointment of the SRB by the Board, disapprovals of applications may be appealed by the applicant to the Board. To request an appeal, the applicant must submit to the Secretary of the Board a copy of the original application, the notification of the disapproval of the application, and a letter requesting an appeal no later than 15 days after the delivery of the notification of disapproval. The appeal request shall also contain a response to any specific concerns or reasons for disapproval, if any, listed in the notification of disapproval. The Board may (i) affirm the SRB's decision, (ii) affirm a portion and overturn a portion of the SRB's decision, or (iii) overturn the SRB's decision. The Board shall notify the applicant and the SRB in writing of its decision no later than 30 days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the SRB's decision. During the appeal process the Owner shall not commence any of the activities outlined in the application.

5.5. No Waiver of Future Approvals

The people reviewing applications under this chapter will change from time to time, and opinions on aesthetic matters, as well as interpreta-

tion and application of the Guidelines for Sustainability, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.6. Variances

 In some circumstances, an Owner may find it difficult or impossible to comply with the requirements of the Guidelines for Sustainability. In that case, the Owner can file a request with the Reviewer to be excused from complying with the Guidelines for Sustainability. The Reviewer has the discretion to grant or deny the request.

The Reviewer may authorize variances from compliance with any of the Guidelines for Sustainability and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations justify a variance or if the Reviewer otherwise reasonably deems a variance to be appropriate under the particular circumstances; however, the Reviewer shall under no circumstances be obligated to grant variances. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter or the Community Covenant; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires the Founder's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

5.7. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics and sustainability of

Architecture, Landscaping and Aesthetic Standards

Mariposa; they do not create any duty to any Person. Review and approval of any application pursuant to this chapter may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

The Founder, the Association, its officers, the Board, any committee, and members of any of the foregoing shall not be liable for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Founder has approved or featured such contractor as a Builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Unit. In all matters, the Association shall defend and indemnify the Board, the SRB, and the members of each as provided in the By-Laws.

5.8. Certificate of Compliance

Any Owner may request in writing that the Reviewer issue a certificate of compliance confirming that there are no known violations of this chapter or the Guidelines for Sustainability. The Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of such certificate. Upon issuance of such a certificate, the Association shall promptly return any unused or unapplied portion of such Owner's Compliance Deposit.

5.9. Archeological Features

Archeological features exist at Mariposa. The presence of an archeological feature within or adjacent to a Unit may impact the manner in which an Owner is permitted to improve his/her Unit.

No Owner may disrupt, destroy, dismantle, damage, or remove any archeological features without the SRB's approval. The existence and location of any known archeological features of a Unit shall be considered by the Reviewer in evaluating an application for approval. In the event that any archeological features exist on the Unit, the Owner should, to the extent possible, avoid disruption of the archeological features.

*We shape our buildings and our
buildings shape us. Winston Churchill*

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Chapter 6

Maintenance, Repair and Replacement

One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the community. This chapter describes the Owners' responsibilities for maintenance and repair of their Units and for insuring their Units against property damage so that funds will be available for repair and restoration if needed.

6.1. Maintenance of Units

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association pursuant to this Charter, any Supplement, or by law. Such maintenance responsibility shall include (i) maintenance of all plantings and prompt removal of dead trees and plant material; and (ii) the obligation to remove encroachments by trees, shrubs, or other plant material located on the Unit onto property that is not part of the Unit, including sidewalks, streets, other Units, or the Common Area. In addition, each Owner shall maintain his or her Unit in compliance with the Community's master drainage plan, which the City of Rio Rancho and/or Sandoval County has approved.

Each Owner shall also be responsible, if shown on a plat or in a Supplement relating to such Owner's Unit, for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Unit boundary and any wall, fence, or curb located on the Common Area or public right-of-way within 10 feet of the Unit boundary. However, Owners may not remove trees,

shrubs, or similar vegetation from this area without prior approval pursuant to Chapter 5.

6.2. Maintenance of Neighborhood Property

A Neighborhood Association, if any, shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

Any Neighborhood Association shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the boundary of its common property and any wall, fence, or curb located on the Common Area or public right-of-way within 10 feet of its boundary. A Neighborhood Association shall not remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Chapter 5.

The Association may assume maintenance responsibility for property in any Neighborhood, either upon designation of the Neighborhood as a Service Area pursuant to Section 3.4 or upon the Board's determination, pursuant to Chapter 8, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. Such maintenance shall be assessable against all Units in the benefited Neighborhood as a Service Area Assessment, as provided in Section 12.2(c). The Association need not treat all similarly situated Neighborhoods the same.

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Maintenance, Repair, and Replacement

6.3. Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either a Neighborhood Association (if any) or the Association carries such insurance (which they may but are not obligated to do). If the Association assumes responsibility for insuring a Unit, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

Within six months of any damage to or destruction of a structure on a Unit, the Unit's Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Chapter 5 unless the Board, in its discretion, agrees in writing to extend such period. Alternatively, the Owner shall clear the Unit of debris and maintain it in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any Neighborhood or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

This Section shall apply to a Neighborhood Association with respect to common property within the Neighborhood in the same manner as

if the Neighborhood Association was an Owner and the common property was a Unit.

6.4. Maintenance and Repair of Party Walls and Similar Structures

Each wall, fence, driveway, or similar structure built as part of the original construction on the Units that serves and/or separates any two adjoining Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this Section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 19.

Any proposed changes to a party structure shall be submitted for approval pursuant to Chapter 5 and agreed upon in a written agreement in recordable form by the Owners of all Units that are served or separated by the party structure.

Maintenance, Repair, and Replacement

*Any activity becomes creative when the doer
cares about doing it right, or doing it better.
John Updike*

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Chapter 7 Use and Conduct

In order to maintain a residential environment that encourages respect for and courtesy among neighbors and minimizes the potential for disputes, this chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Units. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within the Community to address particular needs and desires of the Community over time.

7.1. Use, Occupancy, and Transfer of Interests in Units

(a) Residential and Related Uses. Units may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Builders it designates. A business activity shall be considered "related" to a residential use and thus permitted under this Section only if conducted by a person or persons residing in the Unit and only if the business activity.

(i) is discrete and not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community;

(iv) is consistent with Mariposa's residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Additionally, examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities that interfere with the enjoyment of residential property in its sole and absolute discretion.

Leasing a Unit for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Unit at any time. This provision shall not preclude an institutional lender from leasing a Unit upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure. For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit.

(b) Leasing. Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obli-

Use and Conduct

gated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Within 10 days of a lease being signed, the Owner of the leased Unit shall notify the Board or the Association's managing agent in writing of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this sub-section, the Association or the Board may adopt Rules governing leasing and subleasing.

(c) *Transfer of Title.* Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be responsible jointly and severally with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(d) *Subdivision and Combination of Units.* No Person other than the Founder and Builders authorized by the Founder shall subdivide or change the boundary lines of any Unit or combine Units without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling; therefore, the Owner of such Units shall be

responsible for the separate assessments for each of such Units.

(e) *Timesharing.* No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by the Founder or with the Founder's prior written approval.

7.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern the Community. The initial Rules attached as Exhibit "C" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Voting Delegates are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) *Board Authority.* Subject to the notice requirements in subsection (c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its Members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

(b) *Membership Authority.* Subject to the notice requirements in subsection (c), the Voting Delegates representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as the Founder membership exists, any such action shall also be subject to the Founder's approval.

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(c) *Notice.* The Board shall send notice to all Owners concerning any proposed Rule change at least five business days prior to the meeting of the Board or the Voting Delegates at which such action is to be considered. At any such meeting, Voting Delegates shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas, such as hours of operation of a recreational facility, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules.

(d) *Effective Date.* A Rules change adopted under this Section shall take effect 30 days after the date on which written notice of the Rules change is given to the Owners.



Since it is impossible to foresee all potential situations and problems that may arise within the community, the Board has the authority to adopt and modify rules as needed to address these changing circumstances.

(e) *Conflicts.* No action taken under this Section shall have the effect of modifying or repealing the Guidelines for Sustainability or any provision of this Charter other than the Rules. In the event of a conflict between the Guidelines for Sustainability and the Rules, the Guidelines for Sustainability shall control. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

7.3. Protection of Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) *Similar Treatment.* Similarly situated Units shall be treated similarly; however, the Rules may vary by Neighborhood or Service Area.

(b) *Displays.* No Rule shall abridge an Owner's right to display political, religious, or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods, nor shall any Rule regulate the content of political signs. However, the Association may adopt time, place, and manner restrictions with respect to signs, symbols, and displays visible from outside structures on the Unit, including reasonable limitations on size and number.

Owners shall be entitled to display one flag on a pole of Board-approved size located on the Unit; provided, the Association may adopt time, place, and manner restrictions with respect to flag displays.

(c) *Household Composition.* No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size and facilities and its fair share use of the Common Area.

(d) *Activities Within Dwellings.* No Rule shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise, traffic, or odors, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.


(e) *Allocation of Burdens and Benefits.* No Rule shall alter the allocation of financial burdens among the various Units or rights to use the

Use and Conduct

Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 12.

(f) Leasing and Transfer of Units. No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit; however, the Rules may require a minimum lease term of up to 12 months. Minimum lease terms may vary by Neighborhoods or Service Areas. The Rules may also require that Owners use Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Board's review of a lease.

(g) Abridging Existing Rights. No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

 This provision protects the existing personal property of Owners. It is intended to prevent a situation in which an Owner is forced to get rid of an item that was allowed prior to a change in the Rules. For example, if basketball hoops are allowed in driveways and then a Rule is passed prohibiting basketball hoops, the Board cannot force the Owners who have basketball hoops at that time to remove them. However, the Board can enforce this Rule against any other Owner desiring to install one. In addition, if an Owner sells his or her Unit and takes down the basketball hoop, the new Owner cannot install another.

(h) Reasonable Rights to Develop. No Rule may unreasonably interfere with the Founder's ability to develop, market, and sell property in Mariposa.

(i) Interference with Easements. No Rule may unreasonably interfere with the exercise of any easement.

7.4. Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

Peace rules the day when reason rules the mind.
Wilkie Collins

Chapter 8

Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Community. However, if they are to have any real meaning, there must be a commitment by the stakeholders in the Community to comply with them and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

8.1. Compliance



All Owners and occupants of a Unit, as well as their tenants, guests, and other visitors, must abide by the Governing Documents and are subject to various penalties including fines and the loss of the right to use the Common Areas if they fail to do so.

Every Owner, occupant, and visitor to a Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants of or visitors to their Units and for any damage to the Area of Common Responsibility that such occupants or visitors cause.

8.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents.

(a) Sanctions Requiring Prior Notice and Hearing. After written notice and an opportu-

nity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Unit. In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Base or Special Assessment);

(iii) suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed the Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspend services the Association provides (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(v) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including remov-

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ing personal property that violates the Governing Documents);

(vi) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Chapter 5 and the Guidelines for Sustainability from continuing or performing any further activities in Mariposa;

(vii) levy Specific Assessments to cover costs the Association incurs in bringing a Unit into compliance with the Community-Wide Standard or other requirements under the Governing Documents; and

(viii) record a notice of violation or non-compliance with respect to any Unit on which a violation exists.

(b) Other Remedies. In addition to those actions set forth above, the Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

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(i) exercise self-help or take action to abate a violation on a Unit in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations)

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner or a Neighborhood Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit or on the Neighborhood Association's property, respectively, that is in violation of the Community-Wide Standard or other requirements under the

Governing Documents and to restore the property to its previous condition;

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Neighborhood Association fails to take action as required pursuant to subsection (iii) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(v) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) Additional Powers Relating to Neighborhood Associations. In addition to the foregoing remedies, the Association shall have the power to veto any action that a Neighborhood Association proposes to take if the Board reasonably determines the proposed action to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Association fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's dis-

Compliance and Enforcement

cretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

8.5. Enforcement of Ordinances

The Association, by contract or other agreement, may enforce applicable city and county and other governmental entities' ordinances. In addition, Sandoval County or the City of Rio Rancho may enforce ordinances within Mariposa.

People need to be reminded more often than they need to be instructed. Samuel Johnson

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PART THREE: ASSOCIATION OPERATIONS

Do what you can, with what you have, where you are.

Theodore Roosevelt



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Chapter 9

Property Management

One of the Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of Mariposa. This chapter establishes the Association's obligation to accept property that the Founder designates as Common Area or Limited Common Area and to maintain, operate, and insure it, along with certain other properties, for the benefit of Mariposa.

9.1. Acceptance and Control of Association Property

(a) *Transfers and Conveyances by the Founder.* The Founder and its designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Association shall reconvey to the Founder any unimproved real property that the Founder originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) *Management and Control.* The Association is responsible for management, operation, and control of the Common Area subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Owners and occupants of Units and may charge use fees, in

such amount as the Board may establish, for such use.

9.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Area;

(b) any private streets situated upon the Common Area. However, the obligation to maintain private streets shall not include landscaping of the area in the private right-of-way between the edge of each Unit's property line and the curb. The maintenance of such private right-of-way shall be the responsibility of the Owner of each Unit abutting a private street. If the Association disturbs such landscaping in connection with its maintenance of the private streets, it shall restore and repair such landscaping;

(c) landscaping within public rights-of-way within or abutting Mariposa and areas designated as natural amenities; and

(d) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association;

(e) any property and facilities that the Founder owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. The Founder shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common

Property Management

Responsibility until the Founder revokes such privilege of use and enjoyment by written notice to the Association; and

(f) the structural features and surfaces of those portions of perimeter walls, fences, and other boundary controls within the Community that face open space, public rights-of-way, Common Area, or the Area of Common Responsibility. This responsibility shall include the rebuilding of walls, fences, and other boundary controls after structural damage and restuccoing or other resurfacing of wall surfaces including the tops of walls, but shall not include (i) general maintenance, restuccoing, or resurfacing of the surfaces of the surfaces of such perimeter walls, fences, or other boundary controls that face Units, which shall be the responsibility of the Owners of such Units; or (ii) any damage (structural or otherwise) to any portion of a wall caused by the Owner of a Unit, or such Owner's agents, representatives, or contractors, which damage and the repair of such damage shall be the sole responsibility of such Owner.

The Association shall also be responsible for proper functioning of certain portions of the stormwater drainage system serving the Community, including maintenance, repair and replacement, as needed, of pipes, culverts, and other structures and equipment comprising the system, except to the extent that such responsibility rests with the City of Rio Rancho or SSCAFCA. It shall have no responsibility for landscaping or other maintenance of Units burdened by stormwater drainage easements unless otherwise specifically set forth in a Supplement or in a recorded agreement or plat.

The Association may maintain other property it does not own, including, without limitation, Units, property dedicated to the public, or property owned or maintained by a Neighborhood Association if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury oc-

curing on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

9.3. Discontinuation of Operation

The Association shall maintain the Common Area facilities in continuous operation unless the Founder, during the Development and Sale Period, and Voting Delegates representing at least 75% of the total votes in the Association consent in writing to discontinue such operation. If the property is Limited Common Area, any discontinuation shall also require the approval in writing of at least 75% (or such higher percentage as a Supplement may require) of the Owners to whom such Limited Common Area is assigned. This paragraph shall not apply to temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

9.4. Restoring Damaged Improvements

This provision ensures that desirable Common Area improvements will be replaced if destroyed, but it also makes it possible *not* to repair or rebuild if the Owners who benefit from the Common Area do not want it anymore.

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct damaged Common Area improvements unless the Founder, during the Development and Sale Period, and Voting Delegates representing at

Property Management

least 75% of the total votes in the Association, decide within 60 days after the loss not to repair or reconstruct. If the damage is to Limited Common Area or Units within a Service Area, any decision not to restore the damaged improvements shall also require the approval of at least 75% of the Owners of Units in the affected Service Area. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain and place in a capital improvements account for the benefit of all Owners, or the Owners of Units within the affected Service Area, as appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 11.4.

9.5. Relationships with Other Properties, Including Nonresidential Properties

The Association may contract with the owner of any neighboring property or public entity to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

Adjacent to or in the vicinity of the Community, there will be nonresidential areas, which may include apartment homes, retail, and other business uses. *These nonresidential areas are not subject to this Charter.* The Association may enter into cost sharing agreements with a nonresidential property owner or any association organized to oversee the nonresidential areas.

9.6. Cooperation with the Assembly

The Association shall cooperate with the Assembly on all matters involving the Assembly's obligations and responsibilities under the Community Covenant. For example, to the extent reasonably feasible, the Association shall permit reasonable use of Common Area facilities by the Assembly, "charter clubs," and other volunteer groups for offices, programs, activities, and services. The Board, to the extent is reasonably appropriate and financially feasible, shall incorporate the Assembly's suggestions for community operations, which may come from Assembly surveys and focus groups or otherwise.

We cannot escape the responsibility of tomorrow by evading it today. Abraham Lincoln

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Chapter 10

Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of the Community at large and individual Units. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

10.1. Provision of Services to Units

The Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Units, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as fiber optic cable communications network, cable television, utilities, transportation, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services, and technology services.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense or Service Area Expense pursuant to Chapter 12.

In its discretion, the Board may discontinue offering particular services and may modify or

cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

10.2. Provision of Services to Service Areas

(a) *Service Areas Designated by the Founder.* The Association shall provide services to Units within any Service Area designated by the Founder pursuant to Section 3.4 as required by the terms of any Supplement applicable to the Service Area.

(b) *Service Areas Designated by Board.* In addition to Service Areas which the Founder may designate pursuant to Section 3.4, any group of Owners may petition the Board to designate their Units as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Units, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 67% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 12.2(c).

Provision of Services

10.3. Community Technology

(a) *Community Systems.* Without limiting the generality of Sections 10.1 and 10.2, the Association is specifically authorized to provide, or to enter into contracts with other Persons to provide, in addition to services the Assembly provides, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate. The Association shall have no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider), the Association may not, without the Founder's consent, terminate or refuse to renew any contract entered into during the Founder Control Period.

(b) *Opportunities for Community Interaction.* The Association may make use of computers, the Internet, and expanding technology or may cooperate with the Assembly to facilitate community interaction and encourage participation in Association activities. For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Association-sponsored activities. To the extent New Mexico law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

I think there is a world market for maybe five computers.
Thomas Watson, Chairman of IBM, 1943

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P O S A

Chapter 11

Association Insurance

The Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

11.1. Required Coverages

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

M (i) the Common Area; A R I

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Service Area, to the extent specified or authorized by any applicable Supplement.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

In addition, if a Supplement so specifies, the Association shall obtain and maintain property insurance on the insurable improvements within

a Service Area, which insurance shall comply with the above requirements.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$3,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law; P O S A

(d) Directors and officers liability coverage; and


(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replace-

Association Insurance


ment costs in the metropolitan Rio Rancho area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this Section requires.

11.2. Deductibles

 Persons who cause damage to insured improvements can be charged for the insurance deductible amount by the Board. This ensures that the Association need not pay for such damages.

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 11.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

11.3. Policy Requirements

 Subrogation is a legal concept which means the substitution of one person in the place of another with respect to a certain lawful claim, demand, or right so that the person who is substituted stands in the place and receives the rights of the other person in relation to the claim, demand, or right. For example, insurance companies generally have the right to step into the shoes of the party whom they compensate and sue any party whom the compensated party could have sued.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in New Mexico which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Owners of Units within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

(g) provide a waiver of subrogation against any Owner or household member of an Owner; and

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand

Association Insurance

to the Association and allowance of a reasonable time to cure the defect or violation.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

(a) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

(b) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(c) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(d) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(e) a cross liability provision; and

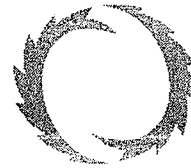
(f) a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

11.4. Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance on Units within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

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M A R I P O S A

Chapter 12

Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Units and collect from the Owner of each Unit. Assessments are secured by a lien on each Unit as described in this chapter.

12.1. Association Expenses

(a) Common Expenses. Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

Common Expenses shall not include any expenses incurred during the Founder Control Period for initial development or original construction costs unless Voting Delegates (other than Founder appointees) representing a majority of the total vote in the Association approve such expenditure. Payments due under leases of capital improvements shall not be considered an initial development or original construction cost.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to

this Charter, any Supplement, or any other recorded covenants or agreements.

(b) Service Area Expenses. All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance and operation of Limited Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.

(c) Assembly Expenses. The Association shall collect from each Unit Owner such Unit Owner's proportionate share of the Assembly's annual expenses allocated pursuant to the Community Covenant.

12.2. Budgeting for and Allocating Association Expenses.

(a) Preparation of Budget. At least 90 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be

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maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

In addition, each budget shall also include contributions to the Assembly as a line item.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units (including amounts to which the Association is entitled pursuant to any covenant or agreement to share costs), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) Calculation of Base Assessments. The total budgeted Common Expenses and any income anticipated from sources other than assessments against the Units, shall be allocated equally among all Units subject to assessment under Section 12.6 and levied as a "**Base Assessment**."

The Founder may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a shortfall (in addition to any amounts paid by the Founder under Section 12.6(b)). Any such shortfall payment may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years

unless otherwise provided in a written agreement between the Association and the Founder.

(c) Calculation of Service Area Assessments. The total Service Area Expenses budgeted for each Service Area shall be allocated among all Units in the Service Area that are subject to assessment under Section 12.4 and levied as a "**Service Area Assessment**." Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Unit in the Service Area, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) Notice of Budget and Assessment; Right to Disapprove. The Board shall send a copy of each applicable budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets, to each Owner at least 30 days prior to the due date of the assessments to be levied pursuant to such budget. The Common Expense budget shall automatically become effective unless disapproved at a meeting by Voting Delegates representing at least 75% of the total votes in the Association and by the Founder Member, if such exists. Each Service Area budget shall automatically become effective unless disapproved at a meeting by Owners of at least 67% of the Units within the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items which are attributable to services or benefits requested by the Service Area and shall not apply to any


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item which the Governing Documents require to be assessed as a Service Area Expense.


There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the Common Expense budget, on petition of the Voting Delegates as provided for special meetings in the By-Laws, and in the case of a Service Area budget, on petition of Owners of at least 2/3 of the Units within the Service Area. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect, increased by 10%, shall continue in effect until a new budget is determined.


Association Funds

-  General Operating Fund
- Reserve Fund for Repair and Replacement of Capital Items
- Community Enhancement Fee Fund

Primary Sources of Income

-  Base Assessments
- Service Area Assessments
- Special Assessments
- Specific Assessments
- Founder Subsidy (if any)
- One-time Contributions to Working Capital

Secondary Sources of Income

-  Facilities Rental
- Monetary Penalties
- Interest on Reserves and Delinquent Assessments
- Late Charges

(e) *Budget Revisions.* The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (d) above.

12.3. Special Assessments

The Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unantici-

pated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Voting Delegates representing more than 50% of the votes attributable to Units subject to assessment under Section 12.6 and shall be allocated equally among all such Units. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 12.1(c). In addition, as long as the Founder membership exists, any Special Assessment shall also be subject to the Founder's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

12.4. Specific Assessments

The Association may levy **Specific Assessments** against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 10.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

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(c) to cover the Unit's pro rata share of any costs that the Association incurs in bringing the Neighborhood of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Units in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

12.5. Authority to Assess Owners; Time of Payment

The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) on the date of conveyance of a Unit to a Person other than the Founder or its successors or assigns; or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Chapter, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

12.6. Obligation for Assessments

 By buying a Unit in Mariposa each Owner agrees to pay all assessments levied against his or her Unit. If the Owner does not pay on time, that Owner will be charged late fees on all past due amounts. Owners may not claim a reduction in their assessments due to action or inaction by the Association.

In some instances, the Founder may choose to pay the difference between the Association's budgeted and actual expenses, rather than paying assessments on the Units it owns. The Founder is free to do so only during the Founder Control Period.

(a) *Personal Obligation.* By accepting a deed or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents and the Community Covenant. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of New Mexico law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

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No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or non-use of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.


Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Founder's Financial Obligations to Association. The Founder shall be liable for assessments on any Units it owns that are subject to assessment under this Section, except that during the Founder Control Period, the Founder may satisfy its obligation to pay Base Assessments and Special Assessments for Common Expenses on Units it owns either by paying such assessments in the same manner as any other Owner, or by paying (i) any shortfall under the Common Expense budget resulting from events other than failure of other Owners to pay their assessments, and (ii) any budgeted contributions to reserves and the Assembly in accordance with the Common Expense budget. Unless the Founder otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Founder shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. After termination of the Founder Control Period, the Founder shall pay Base Assessments on any Units it owns

that are subject to assessment under Section 12.6 in the same manner as any other Owner liable for such assessments.

Regardless of the Founder's election under this Section, any of the Founder's financial obligations to the Association may be satisfied in the form of cash or by "in kind" contributions of services, or materials or by a combination of these.

12.7. Lien for Assessments

 In order to insure that each Owner pays assessments, the Association has a lien against the Units when assessments are not paid in a timely fashion. This means that if an Owner does not pay his or her assessments on time, the Association could foreclose the lien, thus causing the Owner's Unit to be sold to pay the past due assessments. Alternatively, the Association may sue an Owner in court to recover past due assessments.

(a) Existence of Lien. The Association shall have a lien against each Unit to secure payment of assessments as well as interest, late charges (subject to the limitations of New Mexico law), and costs of collection (including attorneys fees and expenses). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Unit. The Association may enforce such lien, when delinquent, by suit, judgment and/or foreclosure.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the

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Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) *Enforcement of Lien.* The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) *Effect of Sale or Transfer.* Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 12.6, including such acquirer and its successors and assigns.

12.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Founder as are included in the Area of Common Responsibility;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, the Association may, by resolution, grant exemptions to certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Charter for purposes listed in Section 501(c) of the Internal Revenue Code.

12.9. Capitalization of Association

The first Owner of each Unit other than the Founder or a Builder designated by the Founder shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association immediately upon transfer of title for its use in covering initial start-up expenses, operating expenses, and other expenses that it incurs pursuant to this Charter and the By-Laws.

12.10. Use and Consumption Fees

The Board may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Owners and non-Owners).

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PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

You don't get harmony when everybody sings the same note.

Doug Floyd




M A R I P O S A

Chapter 13

Easements

The easements created in this chapter establish the rights of Owners to use the Common Area and create various rights for the benefit of owners, the Founder, the Association, and others over property within the Community. Some of these rights are related to development and construction within the Community and on adjacent property, while others relate to the rights of the Association to come upon property of others to fulfill its responsibilities and the interrelationships between the Community and the owners of adjacent property.

13.1. Easements in Common Area

 An easement is one person's right to go onto the property of another.

The Founder grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

M A R I P O S A
(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The Board's right to:

(i) adopt rules regulating Common Area use and enjoyment, including rules limiting the number of guests who may use the Common Area, and to charge use fees for such use;

(ii) suspend an Owner's right to use Common Area facilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(v) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;


(vi) permit use of any recreational facilities situated on the Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and

(vii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(d) Certain Owners' rights to the exclusive use of those portions of the Common Area designated "Limited Common Area," subject to easements for cross-drainage described in Section 13.8.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

13.2. Easements of Encroachment

 An encroachment occurs when a person's home, fence, or structure of any kind is placed on his or her neighbor's property. This section provides that minor, inadvertent encroachments are permitted.

Easements

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than one foot, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

13.3. Easements for Utilities and Other Infrastructure

(a) *Installation and Maintenance.* During the Development and Sale Period, the Founder reserves for itself and grants to the Association and all utility providers, perpetual non-exclusive easements throughout Mariposa (but not through a structure) to the extent reasonably necessary to:

M A R I P O S A
(i) install utilities and infrastructure to serve Mariposa, other Community Systems, security and similar systems, and drainage systems;

(ii) install walkways, pathways and trails; street lights; and signage on property the Founder or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat or separate document;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Founder reserves the right to deny access to any utility or

service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) *Specific Easements.* The Founder also reserves for itself the non-exclusive right and power to grant and record such specific easements as it deems necessary to develop the property described in Exhibits "A" and "B." The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.



Before the Founder can grant a new right to enter property, if someone else owns that property, the Founder must get that Owner's permission.

(c) *Minimal Interference.* All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

13.4. Easements to Serve Additional Property


The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress

Easements

over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property.

If the above easement grants permanent access to any property that is not submitted to this Charter, the Founder, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

13.5. Easements for Maintenance, Emergency, and Enforcement

 The Association may come onto the exterior portions of your Unit to do maintenance or to address violations of the covenants. This Section describes the extent of the Association's right in this regard.

By this Charter, the Founder grants to the Association easements over Mariposa as necessary to enable the Association to fulfill its maintenance responsibilities under Section 6.2 and its enforcement rights under Section 8.2. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

13.6. Easement to Inspect and Right to Correct.

Founder reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Community, including Units, and a perpetual, nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into a residence shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

13.7. Easement for Installation, Maintenance, and Repair of Solar Power Equipment

Founder reserves unto itself during the Development and Sale Period and grants to the Association a perpetual easement for the purpose of access and maintenance upon, across, over, and under Mariposa to the extent reasonably necessary to install, replace, repair, and maintain photovoltaics, solar collector panels, equipment, conduits, lines, and anything else necessary for the production and generation of electricity from solar energy. The Founder and/or the Association may assign these rights to any company to provide, install, or otherwise maintain such solar power equipment.

This easement shall entitle the holders to construct or install any such solar power equipment on a Unit, including any structure situated on the Unit. Any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Easements

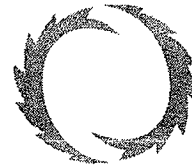
13.8. Easement for Cross-Drainage

Every Unit and the Common Area shall be burdened with easements for drainage of storm water runoff from other portions of Mariposa; provided, however, no Person shall alter the drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of Mariposa without the consent of the Owner of the affected property. Each Unit and the Common Area shall be burdened with such easements for drainage of storm water runoff as may be shown on plats relating to such Unit or Common Area, as applicable, recorded in the Office of the County Clerk of Sandoval County, New Mexico.

13.9. Easement for Walls or Fences

Founder reserves for itself, the Association, their employees and agents, an easement upon, over, and across each Unit affected for reasonable ingress, egress, installation, replacement, maintenance, and repair of perimeter walls, fences, or other boundary controls. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into residence shall be permitted without the Owner's consent.

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Chapter 14

Environment and Transportation

Mariposa intends to be a model community committed to preserving the integrity of the environment and the natural beauty of the land. In addition to the sustainable development methods discussed in the Guidelines for Sustainability, environmental conservation measures will be an integral part of Mariposa's quality of life standards. The Founder has made environmental preservation of Mariposa its first priority; each Owner is encouraged to do the same. The Founder is also committed to providing transportation opportunities at Mariposa.

14.1. Water Conservation

Water conservation is essential to Mariposa's development and standard of living. Founder desires to create opportunities to maximize the efficient use of Mariposa's water supply, such as using treated effluent for common landscape irrigation. The Guidelines for Sustainability shall address water conservation standards and techniques.

14.2. Open Space and Natural Arroyos

Mariposa's open space network will be one of the community's signature characteristics. Founder may designate approximately 3,700 acres as open space and park area for owners and visitors to enjoy. Natural Arroyos are indigenous to the high desert and essential to preservation of natural land forms. The arroyos will provide natural boundaries and a framework for Mariposa's open space network and trails. Owners, Occupants, and visitors of Mariposa shall not disturb the natural arroyos.

Additionally, most of the natural arroyos within Mariposa are being preserved as natural amenities. The natural arroyos provide a unique setting of natural land forms and associated natural vegetation consisting of native plant riparian communities. From an environmental perspec-

ive, the preservation of natural arroyos allows for the retention of natural plant communities, the resulting wildlife habitat and corridors, open space, and natural land forms.

14.3. Community Recycling Programs

The Founder may establish a recycling program and recycling center, and, in such event, the Association shall maintain such recycling program and center. All Owners and occupants of property within Mariposa shall support such program by recycling, to the extent reasonably practical, all materials which the recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received as a result of such recycling efforts shall be used to defray the costs of new programs.

14.4. Transportation System

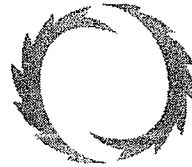
(a) **Responsibility and Authority.** Founder may, but is not required to, establish and implement programs, services, and activities designed to address transportation issues within Mariposa and work in conjunction with the local and state government to address transportation issues for the region. Such authority may include, but need not be limited to, a public transit system which includes (i) a transit station; (ii) connections with public transportation systems serving points outside Mariposa; (iii) use of alternative fuel vehicles; and (iv) organizing and promoting such activities as van pools, ridesharing, and the use of bicycle and pedestrian trails and paths (hereafter generally referred to as the "Transportation System"). The Founder may establish committees, create subsidiary entities, or contract with third parties for the operation and administration of

Environment and Transportation

the Transportation System. The Association shall assume such authority after the expiration of the Control Period or as such authority is delegated by the Founder.

(b) Funding of Operation and Maintenance. The Transportation System will be available to all Owners, and the costs of operating and maintaining the Transportation System may be funded by the imposition of user fees for the use of any component, other than bicycle and pedestrian trails or paths, of the Transportation System; by payments from Mariposa's governmental entities; and by grants and contributions. The Founder and the Assembly may seek subsidies or contributions from private or public sources to reduce costs. The Founder, or its assigns shall be authorized to enter into commercially reasonable agreements with any Person to operate all or any portion of the Transportation System on a commercial basis throughout Mariposa.

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Chapter 15

Disclosures and Waivers

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This chapter discloses some important information about the Community for the benefit of prospective purchasers of property in the Community. Each Owner, by accepting a deed to property in the Community, also accepts and agrees to the matters set forth in this chapter.

15.1. Facilities and Services Open to the Public

Certain facilities and areas within Mariposa may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Additional designated sites may include fire, police, utility facilities, public schools, a library, and other public facilities. The Founder may designate such facilities and areas as open to the public at the time the Founder makes them a part of the Area of Common Responsibility, or the Board may so designate at any time thereafter.

15.2. Safety and Security

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Mariposa. The Association may, but shall not be obligated to, maintain or support certain activities within Mariposa designed to promote or enhance the level of safety or security that each person provides for himself or herself and his or her property. However, neither the Association nor the Founder shall in any way be considered insurers or guarantors of safety or security within Mariposa, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to Mariposa, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, and the Founder are not insurers or guarantors of security or safety and that each Person within Mariposa assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

15.3. Changes in Master Plan

Each Owner acknowledges that Mariposa is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Association nor any Neighborhood Association shall engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Mariposa, or (b) changes in the Master Plan as it relates to property outside Mariposa, without the Founder's prior written consent, which consent may be granted or withheld in the Founder's discretion.

15.4. View Impairment

Neither the Founder nor the Association guarantee or represent that any view over and across the Units, any open space within the Community, or natural amenity will be preserved with-

Disclosures and Waivers

out impairment. The Founder and its successors or assigns, the Association shall not be obligated to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time subject to landscaping requirements set forth in the Guidelines for Sustainability, the Master Plan, and applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

15.5. Notices and Disclaimers as to Community Systems and Services

Each Owner acknowledges that interruptions in cable television and other Community Systems and Services will occur from time to time. The Founder or any of its successors or assigns shall not be liable for, and no Community System or Service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and Services, regardless of whether or not such interruption is caused by reasons within the service providers control.

15.6. Notices and Disclaimers as to Future Building Activity

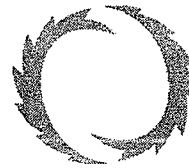
Each Owner acknowledges that building activity may take place in Mariposa in the future. In the course of such building activity, sights, odors, and noises, including, but not limited to, those generated by machinery and equipment, may emanate from the property. Neither the Founder nor the Association shall not have any duty to take action to abate such sights, smells, or noise and shall not have any liability for personal injury or property damage resulting from such building activity or entry into such areas.

15.7. Northwest Loop

The Northwest Loop is a dedicated right-of-way shown on plats of the Community, including the Master Plan. The Founder makes no guarantees or representations that the Northwest Loop will remain in its present location. The Founder retains the right to move such right-of-way to another location within Mariposa.

In addition, there may be construction of a road associated with the Northwest Loop right-of-way. Neither the Founder nor the Association shall not have any duty to take action to abate such sights, smells, or noise and shall not have any liability for personal injury or property damage resulting from such construction.

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Chapter 16

Rights of Lenders

In order to enhance each Owner's ability to obtain financing for the purchase of his or her Unit, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in Mariposa. The provisions of this Chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

16.1. Notices of Action

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Mariposa or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; and

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within 60 days.

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

16.2. Special FHLMC Provision

If a condominium exists within any portion of the Community, and so long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Voting Delegates representing at least 67% of the total votes in the Association consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly, (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of Mariposa regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Charter);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and

Rights of Lenders

regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Charter; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

16.3. Other Provisions for First Lien Holders

To the extent not inconsistent with New Mexico law:

M A R I P O S A
(a) Any restoration or repair of Mariposa after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Charter and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

16.4. Amendments to Documents

The following provisions do not apply to amendments to the governing documents or termination of the Association as a result of destruction, damage, or condemnation pursuant to Section 16.3(a) and (b), or to the addition of land in accordance with Chapter 17. If a condominium has been established in any part of the Community, then:

(a) The consent of Voting Delegates representing at least 67% of the total votes in the Association and of the Founder, so long as it owns any land subject to this Charter, and the approval of the Eligible Holders of first Mortgages on Units to which at least 67% of the votes of Units subject to a Mortgage appertain, shall be required to terminate the Association.

(b) The consent of Voting Delegates representing at least 67% of the total votes in the Association and of the Founder, so long as it owns any land subject to this Charter, and the approval of Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to a Mortgage appertain, shall be required to amend any provisions of the Charter, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Area;
- (vi) responsibility for maintenance and repair of Mariposa;

Rights of Lenders

(vii) expansion or contraction of Mariposa or the addition, annexation, or withdrawal of Properties to or from the Association;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

16.5. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.6. Notice to Association

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

16.7. Failure of Mortgagee to Respond

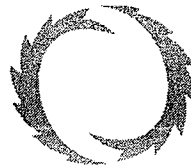
Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by

certified or registered mail, return receipt requested.

16.8. Construction of Chapter 16

Nothing contained in this Chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Charter, the By-Laws, or New Mexico law for any of the acts set out in this Chapter.

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PART FIVE: COMMUNITY DEVELOPMENT

The rung of a ladder was never meant to rest upon, but only to hold a man's foot long enough to enable him to put the other somewhat higher.

Thomas Henry Huxley



M A R I P O S A

Chapter 17

Expansion of the Community

Due to the need to pace development to the needs of Mariposa and demand for Units or Common Areas, the initial property submitted to the Charter may be expanded by the Founder or the Association.

17.1. Expansion by Founder

From time to time, the Founder may submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder.

The Founder's right to expand Mariposa under this Section expires when all property described in Exhibit "B" has been submitted to this Charter or 50 years after this Charter is recorded, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever.

17.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Voting Delegates representing more than 50% of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In

addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

17.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

17.4. Effect of Filing Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Charter.

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Expansion of the Community

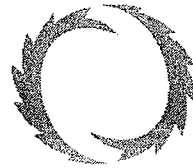
17.5. Condominium Conversions

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Because apartments are commercial concerns they were not submitted to this Charter. However, if an apartment building or buildings become a residential condominium, the interests of the condominium owners will be more like the interests of those owners already subject to this Charter. For that reason, for the good of the Community, any condominium project should be submitted to the terms of this Charter, even if it was not initially designated as property that could be submitted in Exhibit "B."

In the event that any property now or hereafter made subject to a Nonresidential Charter recorded against Mariposa's non-residential components is withdrawn from such charter, the owner of such property may submit such property to the provisions of this Charter by recording a Supplement describing the property and specifically submitting it to the terms of this Charter. Such Supplement Charter shall not require the consent of the Association, but shall require the signature of an officer of the Association acknowledging it. In addition, the Founder's prior written consent shall be necessary so long as the Founder owns any property described in Exhibit "A" or "B."



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Chapter 18

Additional Rights Reserved to the Founder

This chapter reserves various rights to the Founder in order to facilitate the Founder's development and sale of property in the Community, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.

18.1. Withdrawal of Property

During the Development and Sale Period, the Founder may amend this Charter to remove any unimproved portion of Mariposa from the coverage of this Charter, provided such withdrawal does not reduce the total number of Units then subject to the Charter by more than 10%. "Unimproved" means that no permanent structure has yet been completed on the property. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

18.2. Marketing and Sales Activities

Notwithstanding anything in the Governance Documents to the contrary, the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Founder and its employees, agents, and designees may park vehicles only in designated areas, including

within courtyards enclosed by building frontages or in parking courts. The rights of any Founder designee or assign under this Section are subject to the Founder's approval.

18.3. Right to Develop

The Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area and to the Exhibit "B" property as it deems appropriate.

In addition, during the Development and Sale Period, the Founder may replot property that it owns and convert Units it owns into Common Area.

18.4. Right to Approve Changes in Mariposa Standards

During the Development and Sale Period, no amendment to or modification of any Rules or Guidelines for Sustainability shall be effective without prior notice to and the written approval of the Founder.

18.5. Exclusive Rights to Use Name of Development

No Person shall use the name "Mariposa" or any derivative of such name or any logo or depiction associated with Mariposa in any printed or promotional material without the Founder's prior written consent. However, Owners may use the name "Mariposa" in printed or promotional matter where such term is used solely to specify that particular property is located within Mariposa,

Additional Rights Reserved to Founder


and the Association shall be entitled to use the word "Mariposa" in its name.

18.6. Community Systems

The Founder reserves for itself, its successors or assigns, the Assembly, and their respective successors and assigns, a perpetual right and easement to install and operate within Mariposa such Community Systems as the Founder, in its discretion, deems appropriate to service the buildings and the structures within any Lot or other portion of the Community. Such right shall include, without limitation, the Founder's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region. The Founder also has the right to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Notwithstanding the above, there is no guarantee or representation that any particular Community System will be made available.

18.7. Easement to Inspect and Right to Correct



The Founder, or someone it may designate, may enter any Owner's property to inspect and correct improvements on the Unit. To do so, the Founder must give the Owner of the Unit prior notice, and if entering a dwelling or other enclosed structure on the Unit is necessary, the Owner's consent is also necessary before the Founder or its designee can enter. However, if there is an emergency, the Founder may enter without the notice or consent.

The Founder reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which

may exist on any portion of the property within Mariposa, including Units, and a perpetual non-exclusive easement of access throughout Mariposa to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Unit.

18.8. Right to Notice of Design or Construction Claims

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Mariposa in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the owner of the property to discuss the owner's concerns and conduct their own inspection.

18.9. Right to Transfer or Assign the Founder's Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case,

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Additional Rights Reserved to Founder

it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

18.10. Rights to Stormwater Runoff and Water Reclamation.

The Founder reserves for itself and its designees, the right to all rain water, surface water, and storm water runoff over the Community; and each Owner agrees, by acceptance of a deed to a Unit, that the Founder and its designees shall retain all such rights. Such right shall include an easement over Mariposa for access and for installation and maintenance of facilities and equipment to capture and transport such water and runoff. No Person other than the Founder and its designees shall claim, capture, or collect rain water, surface water, or storm water runoff within Mariposa without the prior written consent of the Founder or its designees.

The Founder or its designees may establish programs for reclamation of storm water runoff and waste water for appropriate uses within or outside the Community and may require Owners and occupants of Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Unit shall have any right to be compensated for water claimed or reclaimed from his or her Unit. The Board shall have the right to establish restrictions on or prohibit outside use of potable water within the Community.

18.11. Founder's Right to Obtain Water Use Information.

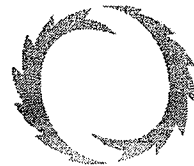
The Founder has the right to obtain water use information relating to Mariposa from any public or private entity during the Control Period. Upon the expiration of the Control Period, the Association, in cooperation with the Assembly, shall obtain and monitor Mariposa's water use and consumption. Such information shall be used to regulate Mariposa's water conservation initiatives.

18.12. Termination of Rights

The rights contained in this Chapter shall be perpetual unless otherwise limited to the Development and Sale Period. The Founder may voluntarily terminate any of its rights by recording a written statement specifying such intent to terminate.

The very essence of leadership is that you have to have a vision. Theodore Hesburgh

NOTES AND THOUGHTS



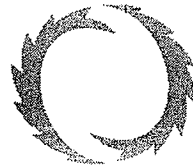
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PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

There are many ways of going forward, but only one way of standing still.

Franklin D. Roosevelt



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Chapter 19

Dispute Resolution and Limitation on Litigation

From time to time, disputes may arise between owners or between an owner and the Association, the Founder, or others involved in the Community. This chapter establishes the commitment of the parties to any such dispute to work together in an attempt to resolve the dispute without litigation in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Association's membership before the Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Community.

19.1. Agreement to Encourage Resolution of Disputes Without Litigation

(a) Bound Parties. The Founder, the Association and its officers, directors, and committee members, all Persons subject to this Charter, and any Person not otherwise subject to this Charter who agrees to submit to this Chapter (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 19.2 in a good faith effort to resolve such Claim.

(b) Claims. As used in this Chapter, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment or sustainability under Chapter 5, which shall not be subject to review.

(c) Exceptions. The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order or injunctive relief and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of community standards);

(iii) any suit that does not include the Founder or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute which affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2; and

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 19.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Chapter.

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Dispute Resolution and Limitation on Litigation

19.2. Dispute Resolution Procedures

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Rio Rancho area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

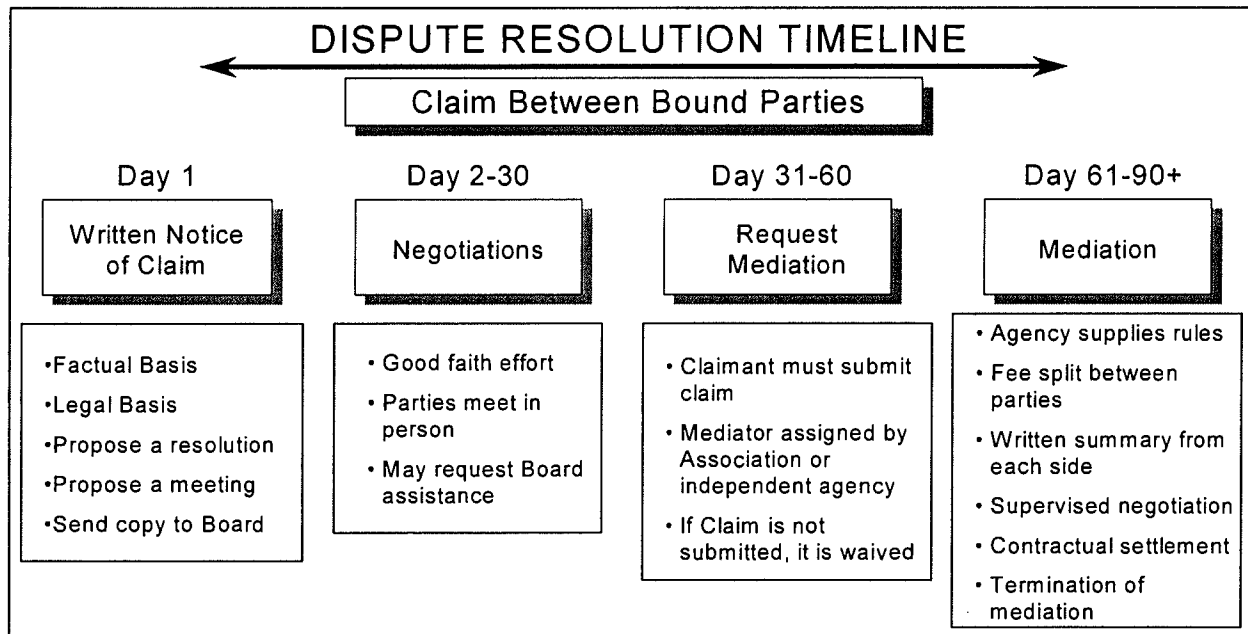
If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall pay an equal share of the mediator's fees.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees, and court costs.

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Dispute Resolution and Limitation on Litigation



19.3. Initiation of Litigation by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Voting Delegates entitled to cast 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated during the Founder Control Period;
- (b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;
- (c) initiated to challenge *ad valorem* taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Problems cannot be solved at the same level of awareness that created them. Albert Einstein

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Chapter 20

Changes in the Common Area


Various influences and circumstance within and outside the Community may give rise to a need or desire to make changes in the ownership of or rights to use Common Area. This chapter explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.

20.1. Assignment and Reassignment of Limited Common Area

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and the vote of Voting Delegates representing a majority of the total votes in the Association, including a majority of the votes attributable to Units to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Founder's written consent.

Upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Association may permit Owners of other Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

20.2. Condemnation

 A public entity such as a town, county, or state has the power to condemn property for its own uses and generally has to pay the value of the property to do so.


If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain or conveyed by the Associa-

tion in lieu of and under threat of condemnation with such approval as may be required under Section 20.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Founder, during the Development and Sale Period, and Voting Delegates representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 9.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.4.

20.3. Partition

 Partition is a legal action in which a party requests to have a portion of one interest in property split off so that the party can possess that portion or interest separately from other parties who have rights in the property.

Changes in the Common Area

Except as permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.4.

20.4. Transfer or Dedication of Common Area

The Association may dedicate portions of the Common Area to Sandoval County, New Mexico, the City of Rio Rancho, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) if Common Area other than Limited Common Area, upon the written direction of Voting Delegates representing at least 75% of the total votes in the Association and the Founder during the Development and Sale Period; or

(b) if Limited Common Area, upon written approval of Owners of at least 75% of the Units to which such Limited Common Area is assigned.

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Unit of rights of access or support.

20.5. Public Gardens and Common Area

The Board may establish gardens within the Common Area or designate spaces within the Common Area for the establishment of gardens to promote public awareness of and participation in conservation, management, and enhancement of native vegetation, soils, and geology and may establish programs to promote an understanding of the natural desert landscape and environment.

20.6. Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Founder may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent. Thereafter, the Board must consent. Any instrument recorded without the required consent shall be void and of no force and effect.

Anyone who has never made a mistake has never tried anything new. Albert Einstein

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Chapter 21

Amendment of Community Charter

As the Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan as well as to changes in the needs and desires of the Community that inevitably will occur. This chapter sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.

21.1. By the Founder

In addition to specific amendment rights granted elsewhere in this Charter, until conveyance of the first Unit to a Person other than a Builder, the Founder may unilaterally amend this Charter for any purpose.

Thereafter, the Founder may unilaterally amend this Charter if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, during the Development and Sale Period, the Founder may unilaterally amend this Charter for any other purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the Owners.

21.2. By Owners

Except as otherwise specifically provided above and elsewhere in this Charter, this Charter may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing 75% of the total votes in the Association, including 75% of the total votes held by Owners other than the Founder. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

21.3. Validity and Effective Date

No amendment may remove, revoke, or modify any right or privilege of the Founder, or the Founder Member without the written consent of the Founder or the Founder Member, respectively (or the assignee of such right or privilege). In addition, the approval requirements set forth in Chapter 16 shall be met, if applicable.

If an Owner consents to any amendment to this Charter or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be

Amendment of Community Charter

presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

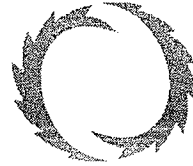
21.4. Exhibits

Exhibits "A" and "B" are incorporated by this reference, and this Chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to Sections 21.1 and 21.2. All other exhibits are attached for informational purposes and may be amended as provided in those exhibits or in the provisions of this Charter, which refer to such exhibits.

*Don't ever take a fence down until you know
why it was put up. Robert Frost*

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M A R I P O S A

THIS COMMUNITY CHARTER is made this 17 day of December, 2004, by High Desert Investment Corporation, a New Mexico corporation ("Founder"). In witness whereof, the undersigned Founder has executed this Charter the date and year first written above.

By: Douglas H. Collier
Name: Douglas H. Collier
Title: President

By: Robert L. Bovinette
Name: Robert L. Bovinette
Title: Secretary

State of New Mexico)
) ss
County of SANDOVAL)

This instrument was acknowledged before me on 12/17/04 by ROBERT BOVINETTE [Secretary] and DOUGLAS COLLIER [President] of High Desert Investment Corporation

[SEAL]

Laura J. [Signature]
Notary Public
My Commission Expires: 11/11/06

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EXHIBIT "A"

Land Initially Submitted

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Tracts 1A-5, 1A-6, 1A-7, and 1A-8 Mariposa East as the same is shown and designated on the plat of Tracts 1A-1 thru 1A-10 & Tracts OS-1 thru OS-10 Mariposa East recorded July 1, 2004 in Book 407, page 20665 as document number 200420665, and Book 3, Folio 2433-B, in the records of Sandoval County, New Mexico



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EXHIBIT "B"

Land Subject to Annexation

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Any and all property lying and being in Sandoval County, New Mexico, that is within 3 miles of any boundary of the property comprising the Community.

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 17.



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EXHIBIT "C"

Initial Rules

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The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 4, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of Mariposa until such time as they are modified pursuant to the Charter.

1. **General.** Mariposa Residential Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Founder to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, or business offices for the Founder or the Association) consistent with this Charter and any Supplement.

2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Mariposa:

(a) **M A R I P O S A** Parking any vehicles on thoroughfares or parking commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages and such vehicles and other equipment shall be subject to removal by the Association at the owner's expense; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. Periodic loading and unloading of recreational vehicles, watercraft, and trailers is permitted;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law. All pet owners shall be responsible for ensuring that all waste deposited by their pets on any Units or Common Area is collected and properly disposed of;

(c) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris, or other materials;

(h) Woodpiles, brush, or other materials, unless they are stored in a manner not to be attractive to rodents, snakes, or other animals and to minimize the potential danger from fires. No open fires shall be lighted or permitted in Mariposa, except in a contained outdoor fireplace or barbecue unit while attending and in use for cooking purposes or within a safe and well designed interior fireplace. All Owners and occupants of Mariposa must maintain their yards and underbrush in a manner that minimizes the risk of fire. Due to the fact that Mariposa is located in an area susceptible to wildfires, the Association and governmental entities may promulgate regulations concerning fire to minimize cataclysmic damage to dwellings and natural vegetation that can be caused by fire;

(i) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(j) Use and discharge of firecrackers and other fireworks;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers protected from disturbance by wild or domestic animals and concealed from the view of streets and adjacent Units. Throwing or dumping trash, ashes, or other refuse on any vacant lot, trail, parkland, public area, Common Area, or other vacant land within or adjacent to Mariposa is prohibited;

(l) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(m) On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Chapter 5;

(n) Capturing, trapping, or killing wildlife within the Community, except in circumstances posing a threat to the safety of Persons within the Community and in other circumstances which the Board determines necessary (*i.e.*, poisoning pests such as rodents and prairie dogs);

(o) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Mariposa or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

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(p) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Chapter 5;

(q) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Founder and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(r) Use of any "arroyo" trails maintained by the Association for purposes other than walking and non-motorized bicycling.

(s) Placement, construction, installation, or any modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5 and the Guidelines for Sustainability. This shall include signs; and satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement

(iii) an antenna that is designed to receive television broadcast signals

shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Guidelines for Sustainability, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community should any master system or systems be utilized by the Association and require such exterior apparatus.

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Upon recording, please return to:

Cross-Reference to Covenant recorded at:

Myers, Oliver & Price
1401 Central Ave NW
Albuquerque, NM 87110
Attn: Hope Wynn

Document 200525022
Book 408
Page 25022

STATE OF NEW MEXICO

SANDOVAL COUNTY
200703377

COUNTY OF SANDOVAL

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**FIRST SUPPLEMENT TO AMENDED AND RESTATED COMMUNITY
COVENANT FOR MARIPOSA ASSEMBLY**

THIS SUPPLEMENT is made this 18 day of January, 2007, by High Desert Investment Corporation, a New Mexico corporation ("**Founder**").

BACKGROUND STATEMENT

WHEREAS, the Founder executed and filed that certain Amended and Restated Community Covenant for Mariposa Assembly, which was recorded on July 8, 2005, as Document 200525022 in Book 408, Page 25022, *et seq.*, in the Office of the County Clerk of Sandoval County, New Mexico ("**Covenant**"); and

WHEREAS, pursuant to the terms of Section 5.2 of the Covenant, the Founder has the right unilaterally to submit all or any portion of the property described on Exhibit "B" of the Covenant to the terms of the Covenant by recording Supplements describing the property to be subjected to the Covenant and to the jurisdiction of the Mariposa Assembly, Inc. (the "**Assembly**"), provided the Founder's right has not expired, and further provided that the Owner of the property to be subjected consents, if other than the Founder; and

WHEREAS, the property described on Exhibit "A" of this Supplement (the "Additional Property") is a portion of the property described on Exhibit "B" to the Covenant; and

WHEREAS, the Founder's right has not expired; and

WHEREAS, the Founder is the owner of the Additional Property and desires to submit the Additional Property to the terms of the Covenant and to the jurisdiction of the Assembly.

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Covenant, the Founder hereby subjects the Additional Property to the provisions of the Covenant and this Supplement and to the jurisdiction of the Assembly. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplement and the Covenant, both of which shall run with the title to such

property and shall be binding upon all persons having any right, title, or any interest in all or any other Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall be binding upon the Assembly in accordance with the terms of the Covenant.

ARTICLE I
Definitions

The definitions set forth in the Covenant are incorporated herein by reference.

ARTICLE II
Amendment

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2.1. **By the Founder.**

Until conveyance of the first Unit to a Person other than a Builder, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, the Founder may unilaterally amend this Supplement if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. In addition, during the Development and Sale Period, the Founder may unilaterally amend this Supplement for any other purpose, provided the amendment has no material adverse effect upon any right of more than 2% of the Owners.

2.2. **By Assembly and Association.** This Supplement may be amended at any time by a recorded instrument approved by the Assembly Board and the Association's board of directors. The Founder's consent shall be required to amend this Supplement for so long as the Founder owns property described in Exhibit "A" or "B" to the Covenant. Any such instrument shall set forth the intent to amend this Supplement.

2.3. **Validity and Effective Date.** No amendment to this Supplement may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or of the Founder Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

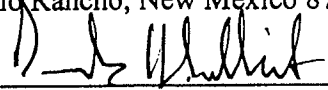
Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted.


In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

IN WITNESS WHEREOF, the undersigned, on behalf of the Founder, have executed this Supplement as of the day and year first written above.

FOUNDER: HIGH DESERT INVESTMENT CORPORATION, a New Mexico corporation

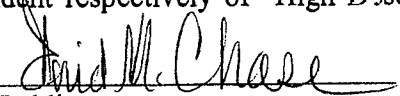
ADDRESS: 3791 Southern Boulevard, Suite 202
Rio Rancho, New Mexico 87124

By: 
Name: Douglas H. Collister
Title: President

By: 
Name: Jack Eichorn
Title: Senior Vice President

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on January 18, 2007, by Douglas H. Collister and Jack Eichorn, President and Senior Vice President respectively of High Desert Investment Corporation on behalf of the corporation.


Notary Public

My commission expires:
May 13, 2007

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EXHIBIT "A"

Description of Additional Property

Tract 1A-17 Mariposa East of the Preliminary/Final Plat of Tracts 1A-11 Thru 1A-15, Tracts 1A-16A Thru 1A-16I, Tracts 1A-17 Thru 1A-21 and Tracts OS-11 Thru OS-14 & OS-A1 MARIPOSA EAST, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Sandoval County, New Mexico on February 9, 2006 in Volume 3, folio 2632-B and in Book 409, Page 6753, as Document 200606753.

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