Appendix D



# CONSTRUCTION DEPOSIT LOT # \_\_\_\_\_

Date:	DRB Case #
Owner: Address:	
Phone:	Fax
Email	Mobile:
Architect:	
Address:	<del></del>
Phone:	Fax:
Builder:	
Address:	
Phone:	Fax:
Email	Mobile:
immediately a each home or account. The I has a history of development, amount deemed construction. The Construct DRB pursuant construction, te, and removing drawn down made by the best search of the construction of the construction.	ure compliance with the Construction Guidelines a Construction Deposit of \$3000, in vailable funds, shall be deposited with the POA by the property owner or builder for guest cottage to be constructed. The funds will be maintained in a non-interest bearing DRB reserves the right to increase the amount of the Construction Deposit if a builder of violations, incurs excessive damages, or consistently damages any part of the Additionally the DRB reserves the right to require a Construction Deposit in an extreasonable by the DRB for any improvement other than the initial home. The DRB will not issue a Canyon Ridge building permit until the deposit id received ion Deposit will be released, less any costs, damages, or any other amounts due the to the Covenants and Design Guidelines upon satisfactory completion of he issuance of a Canyon Ridge Construction Completion Certificate (see Appendix al of all temporary facilities (see section 6.8) from the lot. If the Construction Deposit of for fines or other costs during the construction process an additional deposit must be builder or property owner, within 5 days of receipt of written notice, to reestablish the original amount.
Agreed to:	DRB:
	Date:

Appendix E



# CONSTRUCTION COMPLETION CERTIFICATE LOT #

The Canyon Ridge Design Review Board (DRB) certifies completed in accordance with plans and specifications a appropriate fees and or fines have been paid, and that the	pproved by the DRB, all
Chairman, Canyon Ridge Design Review Board	Date
All temporary facilities shall be removed within 15 days	of the above date.
Builder or Owner	Date



## SHRUBS

		Appr. Water	Sun/ Shade	Appr. Mature Height	Elevation (1,000 feet)						Appr. Bloom
Scientific Name	Common Name	Needs	Pref.	(feet)	4	5	6	7	8	9+	Month
Agave parryl	Mescal	VL	S	2-12	Y	Y	Y	?	N	N	Jun-Aug
Aloysia Wrightii or A. gratissima	Desert lavender	VL-L	S	3-6	Y	Y	Y	?	N	N	Jun-Aug
Amorpha fruticosa	False indigo, indigobush	M-H	S/PS	2-3	Y	Y	Y	Υ	?	N	May-July
Arctostaphylos uva-ursi	Kinnikinnick, bearberry	M-H	PS/Sh	1-2	?	?	Y	Y	Y	Y	, , ,
Ceanothus fendleri	Buckbrush, Fendler										
	ceanothus	M	5	2	?	Y	Y	Y	Y	Y	May-Aug
Cercocarpus intricatus	Dwarf mountain										, ,
	mahogany	VL-L	S	4-6	?	Y	Y	Y	?	N	n/a
Cercocarpus montanus	Mountain mahogany	L-M	S/PS	6-8	Y	Y	Y	Y	?	?	n/a
Chrysothamnus spp.	Rabbitbrush	VL-L	S	2.6	Y	Y	Y	Y	Y	Y	Jul-Aug
Cornus stolonifera	Red osier dogwood	Н	S/Sh	4-6	Y	Y	Y	Y	Υ	Y	Jun-Jul
Fallugia paradoxa	Apache plume	VL-L	S	2-4	Υ	Y	Y	Y	?	N	Jun-Oct
Fendlera rupicola	Cliff fendlerbush	L-M	S/PS	4-6	?	Y	Y	Y	?	N	May
Fendlerella utahensis	Utah fendlerella	L-M	S	3	?	Y	Y	Y	Ý	N	May
Holodiscus dumosus	Ocean spray, cliff or		_			•	_	-	-		,
	rock spirea	L-M	S/PS	4	Y	Y	Y	Y	Y	Y	lun
Jamesia americana	Waxflower	M-H	S/Sh	2-4	N	2	Ÿ	Ÿ	Ÿ	Ý	lun
Lonicera involucrata	Bush honeystickle,					50	-	-	-	-	,
	inkberry	M-H	PS/Sh	4	N	?	?	Y	Υ	Υ	lun
Mahonia repens	Creeping grape holly	L-H	S/Sh	1-2	Y	Ý	Ý	Ŷ	Ŷ	Ŷ	Mar-May
Nolina microcarpa	Beargrass	VL-L	S	3	Ý	Ŷ	Ÿ	Ÿ	Ÿ	Ñ	Jun
Opuntia imbricata	Cane cholla	VL-L	Š	3-5	Ý	Ý	Ŷ	Ŷ	?	N	Арг
Opuntia lindheimeri	Cow tongue prickly pear	VL-L	S	3-6	Ŷ	Ŷ	Ŷ	?	Ň	N	Apr
Opuntia phaeacantha	Purple fruit prickly pear	VL L	S	1-3	Ŷ	Ŷ	Ŷ	Ŷ	?	?	May
enstemon ambiguus	Sand penstemon	VL-L	S	1-3	Ÿ	Ÿ	Ÿ	Ÿ	Ň	N	Jun-Jul
hiladelphus microphyllus	Little-leaf mock orange	M	S	2-3	N	į	Ŷ	Ŷ	Y	Y	lun
hysocarpus monogynus	Mountain ninebark	M	S/Sh	2-4	?	Ý	Ŷ	Ŷ	Ŷ	Ŷ	Jun
otentilla fruticosa	Shrubby cinquefoil	M	S/PS	2-3	?	Ŷ	Ŷ	Ŷ	Ŷ	Ý	May-Sep
Ourshia tridentata	Antelope bitterbrush	IM	S	1-3	Ÿ	Ŷ	Ŷ	Ŷ	?	N	Jun-Aug
libes aureum	Golden currant	M	S/PS	2-3	?	Ý	Ý	Ŷ	?	N	May
Rosa woodsii	Wood's wild rose	M	S/PS	2-3	Ŷ	Ý	Ŷ	Ý	Ý	Y	luly
Shepherdia canadensis	Russet buffaloberry	M-H	S	5-6	N	?	?	Ŷ	Ŷ	Ŷ	n/a
ymphoricarpos spp.	Snowberry	M-H	S/PS	2-3	?	Ý	Ý	Ý	Ý	Ý	n/a
ricca baccata	Banana yucca	VL-L	S	2-3	Ý	Y	Ý	Ϋ́	Ň	N	Jun
Yucca glauca	Great Plains yucca	VL L	Š	2 3	2	Ý	Ý	Ý	Y	N	Jun Jun

Water needs: VL = very low, L = low, M = moderate, H = high Sun shade preference: S = full sun, PS = partial sun, Sh = shade

Elevation in 1,000 feet: Y = yes, N = not recommended, ? = unknown or doubtful

Approximate bloom month is an estimate based on observed flowering or from field guides



#### TREES & LARGE SHRUBS

		Appr. Water	Sun/ Shade				Elev (1,00			Appr. Bloom	
Scientific Name	Common Name	Needs	Pref.	(feet)	4	5	6	7	8	9+	
Acer glabrum	Rocky Mountain maple	м-н	S/PS/Sh	6-10	N	?	Y	Y	Y	Y	n/a
Acer grandidentatum	Big-tooth maple	$M \cdot H$	S/PS	10-20	?	Y	Y	Y	Y	?	n/a
Almus oblongifolia	NM or Arizona alder	Н	S/PS	50-60	?	Y	Y	Y	Y	?	n/a
Almus tenuifolia	Thin-leaf alder	Н	S/PS	10-20	?	Y	Y	Y	Y	Y	n/a
Amelanchier alnifolia	Saskatoon alder-leaf										
	serviceberry	L·M	S	6-15	Y	Y	Y	Y	Y	Y	Apr-May
Amelanchier utahensis	Utah serviceberry	VL-M	S	5:10	?	Y	Y	Y	?	N	May
Betula occidentalis	Water birch	Н	S/PS	6-10	2	Y	Y	Y	Y	?	n/a
Celtis reticulata	Netleaf hackberry	L M	S	10.20	Y	Y	Y	Y	?	N	
Cercis canadensis	Redbud tree	M	5	5-15	Y	Y	Y	?	N	N	Apr
Chilopsis linearis	Desert willow	L-M	S/PS	6-20	Y	Y	Y	?	?	N	May-Aug
Crataegus erythropoda	Red hawthorn	M-H	S/PS	6.8	N	?	Y	Y	Y	?	May
Crataegus rivularis	River hawthorn	Н	S/PS	8-10			Y	Y	Y	?	May
Forestiera neomexicana	New Mexico olive	L-M	S/PS	10-20	Y	Y	Y	Y	?	N	n/a
Fraxinus anomala	Singleleaf ash	M-H	S/PS	10-20	Y	Y	Y	?	N	N	n/a
Fraxinus cuspidata	Flowering (or fragrant) ash	M	S/PS	10-15	?	Y	Y	Y	?	N	Арг-Мау
oxinus velutina	Velvet ash	M	S/PS	20 30	?	Y	Y	Y	Y	N	n/a
Juglans major	Arizona walnut	M·H	5	20-40	?	Y	Y	Y	Y	N	n/a
Juglans minor	Little walnut	M	S	10.20	Y	Y	Y	Y	?	N	n/a
Mahonia trifoliata	Algerita	L	S	6-8	Y	Y	Y	Y	?	?	May Jun
Mahonia haematocarpa	Red Mahonia	L	5	6-10	Y	Y	Y	Y	?	?	May-Jun
Platanus wrightii	Arizona sycamore	M-H	S	20-80	?	Y	Y	Y	Y	?	n/a
Populus angustifolia	Narrow-leaf cottonwood	M-H	5	30-90	?	Y	Y	Y	Y	Y	n/a
Populus sargentii	Plains cottonwood	M-H	5	30-90	?	Y	Y	Y	Y	?	n/a
Populus wizlizenus	Rio Grande cottonwood	M-H	S	30-90	Y	Y	Y	Y	?	?	n/a
Populus tremuloides	Aspen	M-H	S	20-40			Y	Y	Y	Y	n/a
Prunus americana	American wild plum	M	S/PS	<b>10</b> -20	Y	Y	Y	Y	Y	?	Арг
Prunus emarginata	Bitter cherry	L-M	S/PS	10-20	?	Y	Y	Y	Y	Y	May
Prunus virginlana	Western chokecherry	Н	5/PS	10-30	?	Y	Y	Y	Y	Y	Apr
Robinia neomexicana	New Mexico locust	L·M	S/PS	10-20	Y	Y	Y	Y	Y	Y	Apr⊹Jun
Salix amygdaloides	Peachleaf willow	Н	S/PS	30-60	Y	Y	Y	Y	Y	?	n/a
Salix gooddingii	Goodding's black willow	Н	S/PS	30.90	Y	Y	Y	Y	?	?	rı∕a
Sambucus cerulea	New Mexico elder	M	S-PS	10-20	?	Y	Y	Y	Y	?	May-Jun
Sambucus mexicana	Mexican elder	M	S-PS	20-30	Y	Y	Y	?	N	N	May
Shepherdia argentea	Silver buffaloberry	M	S/PS	<b>10</b> -15	?	Y	Y	Y	Y	?	n/a
Syringa vulgaris	Common lilac	M	S	6-8	Y	Y	Y	Y	Y	Y	May
Yucca elata	Soaptree yucca	VL L	5	3-15	Y	Y	Y	Y	N	N	lun

Water needs: VL = very low, L = low, M = moderate, H = high Sun shade preference: S = full sun, PS = partial sun, Sh = shade

Elevation in 1,000 feet: Y = yes, N = not recommended, ? = unknown or doubtful

Approximate bloom month is an estimate based on observed flowering or from field guides



#### FLOWERS & GROUND COVER

		Appr. Water	Sun Shade	Appr. Mature Height				ation ) feet)			Appr. Bloom
Scientific Name	Common Name	Needs	Pref.	(feet)	4	5	6	7	8	9+	Month
Achillea lanulosa	Western yarrow	L-H	S/PS	1.5-2	Y	Y	Y	Y	Y	Υ	Jut
Aconitum columbianum	Monkshood	M-H	S	2	Y	Y	Y	Y	Y	Y	Jun-Jul
Allium cernuum	Nodding onion	L-H	S/PS	1	N	Y	Y	Y	Y	Y	Jun
Allium geyeri	Wild onion	L-H	S/PS	1	N	?	Y	Y	Y	Y	Jun
Anemone patens	Pasque flower	M	S/PS	1	N	Y	Y	Y	Y	Y	Mar
Antennaria rosea	Pink pussytoes	M	S/PS	<.5	N	Y	Y	Y	Y	Y	Jun
Aquilegia chrysantha	Yellow columbine	M-H	S/PS	1-2	Y	Y	Y	Y	Y	Y	Jul
Aquilegia coerulea	Blue columbine	M-H	S/PS	1-2	Y	Y	Y	Y	Y	Y	Jun-Jul
Aquilegia desertorum	Red columbine	M-H	S/PS	1-2	Y	Y	Y	Y	Y	Y	Jun-Jul
Artemisia frigida	Fringed sage	VL-M	S	1-1.5	Υ	Y	Y	Y	Υ	Y	n/a
Aster laevis	Smooth aster	L-H	S/PS	1-3	Y	Y	Y	Y	?	?	Aug-Sep
Calochortus spp.	Mariposa lily	M-H	S	.5-2	?	Y	Y	Y	Υ	N	Jul-Aug
Claytonia lanceolata	Spring beauty	M	Sh	.5-1.5	?	Y	Y	Y	Y	?	Apr
Convallaria majalis	Lily of the valley	Н	Sh	.5	N	Ÿ	Y	Y	Y	?	May
Delphinium spp.	Delphinium	M-H	S/PS	.5-3	Y	Y	Y	Y	Y	Y	Jun-Jul
Echinacea purpurea	Purple coneflower	M	S	2-3	Ÿ	Ý	Ÿ	Y	Ÿ	Y	Jul-Aug
Epilobium angustifolium	Fireweed	Н	S/PS	3	N	?	Ý	Y	Y	Y	Jul-Aug
Erigeron flagellaris	Trailing fleabane	L-M	S	<1	?	Ý	Ÿ	Y	?	N	Jun-lut
Erysimum asperum	Western wallflower	M	S/PS	1-2	?	Ý	Ý	Ÿ	Ÿ	N	Jun-Jul
Gaillardia pulchella	Blanket flower	L-M	S	1-2	Ý	Ÿ	Ý	Y	Y	N	Jul-Sep
Gallium boreale	Northern bedstraw	M-H	Sh	<1	N	Ý	Ÿ	Ŷ	Ÿ	Y	May
Geranium caespitosum	Wild geranium	M	Sh/PS	2	N	Ÿ	Ÿ	Ý	Ÿ	Ý	May-Oct
Gmapthalium spp.	Everlasting	M	S/PS	.5-2	?	Ý	Ŷ	Ÿ	Ý	?	Aug
Helianthella quinquinervis	Aspen sunflower,	171	3/13	.0 5	•	•	•	•	•	•	Titig
i remainmenta dimidamieras	5-nerved wood sunflower	М	S	1	N	?	?	Y	Y	Y	lun
Helianthus maximiliani	Maximilian sunflower	M-H	S/PS	2-5	?	Ý	Ÿ	Ŷ	Ý	?	Aug
Heuchera spp.	Coral bells	M-H	Sh/PS	1-2	N	Ý	Ŷ	Ŷ	Ý	Ý	Jun-Jul
Ipomopsis aggregata	Scarlet gilla	M	S/PS	1-3	N	Ŷ	Ŷ	Ý	Ý	Ý	Jun-Jul
Iris germanica	Bearded iris	L-M	S/PS	1-3	Ÿ	Ý	Ý	Ý	Ÿ	Ý	Apr-Jun
lris missouriensis	Wild iris	M-H	S	2-3	N	?	Ŷ	Ý	Ý	Ý	lun
Lavendula spp.	Lavender	L-M	S	1-2	Y	Ý	Ý	Ý	Ý	Ý	Jun-Nov
Lesquerella fendieri	Fendler bladderpod	VL-L	S	.5	Ý	Ý	Ý	Ý	N	N	May
Leucocrinum montanum	Sand Illy	IM	S	.s <1	Ý	Ÿ	Ý	Ý	?	?	May
Liatris punctata	Dotted gayfeather	VI/L	S	1-2	Ý	Ý	Y	Ÿ	Ý	Ý	Aug-Oct
Liarns punctata Linum lewisii	Blue flax	L-H	S/PS	1-2	Y	Ý	Å	Y	Ϋ́	Y	May-Sep
Linum iewisii Mertensia fransiscana		M-H	Sh/PS	1-2	N	N	?	Y	Y	Y	
	Fransiscan bluebells	M-H H	Sh	1-2	?	7	Ϋ́	Y	Y	Y	Jun-Jul
Mimulus guttatus	Yellow monkey flower	П	on	ı	ſ	ſ	1	I	1		Jun-Jul

Water needs: VL = very low, L = low, M = moderate, H = high Sun shade preference: S = full sun. Sh = shade, PS = partial sun

Elevation in 1,000 feet: Y \* yes, N \* not recommended, ? \* unknown or doubtful

Approximate bloom month is an estimate based on observed flowering or from field guides.



## FLOWERS & GROUND COVER (continued)

		Appr.	Sun/ Shade	Appr. Mature Height			_	levatio			Appr. Bloom
Scientific Name	Common Name	Needs	Pref.	(feet)	4	5	6	7	8	9+	Month
Monarda fistulosa	Bergamot	М-Н	S/PS	1-2	N	Y	Y	Y	Y	Y	Jul-Oct
Oenothera caespitosa	Stemless evening primrose	L-M	S	1-2	Y	Y	Y	Y	Y	Y	Jun-Aug
Parthenocissus quinquifolia	Virginia creeper, woodbine	M	S/PS	vine	Y	Y	Y	Y	Y	Y	n/a
Penstemon alamosensis	Alamo penstemon	VL-L	S/PS	1-3	Y	Y	Y	7	?	N	Apr
Penstemon angustifolius	Taperleaf penstemon	VL-L	S	1-2	?	Y	Y	Y	?	N	May
Penstemon barbatus	Scarlet penstemon	L-M	S/PS	1-3	?	Y	Y	Y	Y	?	Jun
Penstemon cobaea	Foxglove penstemon	L	S	1-4	Y	Y	Y	Y	?	N	Jun
Penstemon cardinalis	Cardinal penstemon	L-M	S/PS	1-2	N	?	Y	Y	Y	?	Jun
Penstemon eatonii	Eaton's firecracker	L-M	S/PS	1-3	?	Y	Y	Y		N	Apr
Penstemon neomexicanus	New Mexico penstemon	L	S/PS	1-2	?	?	Y	Y	Y	?	July
Penstemon pinifolius	Pine-leaved penstemon	L-M	S/PS	.5	?	Y	Y	Y	Y	?	Jun
Penstemon pseudospactabilis		VL-L	S/PS	2-5	?	Y	Y	Y	?	N	lun
Penstemon palmeri	Palmer penstemon	VL-L	S/PS	2-4	Y	Y	Y	?	N	N	lun
Penstemon strictus	Purple mountain										•
	penstemon	L-M	S/PS	1-2	?	Y	Y	Y	Υ	?	lun
Penstemon superbus	Superb penstemon	L	S/PS	2-5	Y	Y	Y	Y	?	N	Apr
Penstemon thurberi	Thurber penstemon	L	S	1-3	Y	Y	Y	?	N	N	lun
Penstemon whippleanus	Dusky penstemon,	_			-	-	•	-		-	3
	Whipple penstemon	M	S/PS	1-2	N	N	?	Y	Y	Y	lul
Phlox nana	Santa Fe phlox	L	S/PS	<l< td=""><td>?</td><td>Y</td><td>Ý</td><td>Ÿ</td><td>Y</td><td>?</td><td>lun</td></l<>	?	Y	Ý	Ÿ	Y	?	lun
Phlox subulata	Moss phlox	M	S	<.5	Ÿ	Ÿ	Ŷ	Ŷ	Ÿ	Ý	May
Polemonium foliosissimum	lacob's ladder	Н	S/PS	1-2	N	Ŷ	Ŷ	Ÿ	Ÿ	Ŷ	May-Aug
Potentilla thurberi	Red cinquefoil	H	S/PS	1-2	N	Ŷ	Ŷ	Ŷ	Ÿ	Ñ	Aug
Ratibida columnifera	Prairie coneflower	L-M	S	2	Ÿ	Ý	Ÿ	Ŷ	Ŷ	Y	Jul-Sep
Rudbeckia lacintata	Cutleaf coneflower	M-H	S/PS	2-3	Ŷ	Ŷ	Ŷ	Ŷ	Y	Ŷ	Jul-Sep
Salvia spp.	Sage	L-M	S/PS	1-3	Ŷ	Ŷ	Ŷ	Ŷ	Ŷ	Ý	Jun
Saxifraga spp.	Saxifrage	M-H	S/PS	.5-1	N	?	Ŷ	Ŷ	Ŷ	Ý	Jul-Aug
Scutellaria drumondil	Scullcap	VL/L	S/PS	.5	Ÿ	Ý	Ŷ	?	Ñ	Ñ	Apr
Sedum spp.	Stonecrop	L-M	S/PS	1-1.5	Ý	Ý	Ÿ	Ý	Ÿ	Y	Jul-Aug
Sedum lanceolatum	Yellow stonecrop	M	S/PS	.5	Ŷ	Ŷ	Ý	Ý	Ŷ	Ŷ	lul-Aug
Sempervivum sp.	Hen and chicks	L-M	S/PS	.5	Ý	Ŷ	Ý	Ŷ	Ŷ	Ý	n/a
Senecio spartioides	Broom groundsel	VL-L	S	2-3	Ý	Ý	Ϋ́	?	N	N	Sep
Solidago canadensis	Canada goldenrod	M-H	S	2-3	N	Ϋ́	Ϋ́	Ý	Y	?	Jul-Aug
Thalictrum fendleri	Fendler meadowrue	Н	S/PS	2-3	N	?	?	Ϋ́	Y	Ý	Jul-Aug Jul-Aug
Thermopsis gracilis	Golden pea	M-H	S/PS	2-3 1.5	N	Ý	Ϋ́	Y	Ϋ́	?	Jui-Aug May
Tradescantia occidentalis	Western spiderwort	M-H	S/PS	1.5	?	Ý	Y	Y	Y	?	Jun-Aus
	-	L-M	S	1.5 <.5	Ϋ́	Y	Y	Y	Y	Ý	Jun-Aug Apr
Thymus spp.	Thyme		S	<,5 .5	Υ	Y	Y	?	N	N	
Zinnia grandiflora	Rocky Mountain zinnia	VL-L	3	.5	I	1	I	1	IA	IA	Jun-Jul

Water needs: VL = very low, L = low, M = moderate, H = high Sun shade preference: <math>S = full sun, PS = partial sun, Sh = shade

Elevation in 1,000 feet: Y = yes, N = not recommended, ? = unknown or doubtful

Approximate bloom month is an estimate based on observed flowering or from field guides

## Appendix I



# DECLARATION OF SHARED WELL AGREEMENT

THIS DECLARATION ("Declaration") is made this day of, 2009, by Rare Earth New Mexico, LLC, a Wisconsin limited liability company ("Declarant").
RECITALS
A. Declarant is the developer of Canyon Ridge, Tract, a subdivision located within a portion of the historic J. Luis Rivera and Hall Dudrow & Nossaman tracts, lying south of the Village of Chama, Rio Arriba County, New Mexico ("Tract"). Tract is more particularly shown on that certain plat of survey entitled "Plat of Summary Review Division of 802.92 Acres for Rare Earth New Mexico, LLC, 'Canyon Ridge - Tract' " dated, 200, prepared by Gilberto Archuleta, N.M.P.S. No. 13976, and filed for record on, 200 with the County Clerk of Rio Arriba County, New Mexico in Plat Book at page as Document No of the records of said County (the "Plat").
B. Declarant owns Lots of Tract (collectively the "Lots" and individually a "Lot").
C. Declarant has drilled and equipped a water well (the "Well") on Lot pursuant to Permit No. RG issued by the New Mexico State Engineer's Office (the "Permit").
D. Declarant desires that the water produced by the Well and the maintenance of the Well be shared among the Owners of the Lots, and Declarant further desires to establish the rights and duties among the Owners of the Lots with respect to the use and maintenance of the Well.
AGREEMENT

NOW, THEREFORE, Declarant hereby declares that each and all of the Lots are and shall be held, transferred, sold, conveyed, used and occupied subject to the

Shared Well Agreement
Canyon Ridge Lots \_\_\_\_\_
Page 1 of 8

following covenants, which shall run with each and all of the Lots and shall be binding upon and inure to the benefit of each and all Persons having or acquiring any right, title or interest in the Lots or any other part thereof.

- 1. <u>Definitions</u>. In addition to other terms defined herein, the following terms are defined as follows:
- (a) "Owner" means the Person or Persons, who, individually or collectively as joint tenants, tenants in common or any other co-ownership relationship recognized under the laws of the State of New Mexico, are the last Transferee of a Lot in its chain of title as evidenced by the recording of a Transfer with the County Clerk of Rio Arriba County, New Mexico.
- (b) "Person" means a natural individual, trustee, corporation, partnership, combination, association or other legal entity.
- (c) "<u>Transfer</u>" means either (i) the document or instrument of lease, sublease, assignment, conveyance or other transfer of any Lot and/or (ii) the act of leasing, subleasing, assigning, conveying or other transferring of an interest in any Lot.
- (d) "Transferee" means the Person receiving a Transfer.
- (e) "<u>User</u>" means an Owner of a Lot for which there has been installed connections and a distribution line to the Well for the appropriation of water therefrom to such Lot.
- (f) "Well Administrator" with respect to the Well means the Persons designated herein or subsequently agreed to by the Owners of the Lots served by the Well who shall administer the operation and maintenance of the Well pursuant to this Agreement.
- 2. <u>Well Installation</u>. The Well has been installed and equipped by Declarant. Declarant has also installed a distribution line or lines from the Well to the Lot line of Lot \_\_\_\_\_.
- 3. <u>Well Ownership</u>. The Well shall be owned in common by the Owners of the Lots, subject to the rights and obligations of the Owners of said Lots as set forth in this Declaration.
- 4. <u>Well Usage</u>. The Well shall serve exclusively the domestic water needs of the Lots. Each such Lot shall have the right to withdraw no more than .\_\_\_\_ acre feet of water per year, in accordance with any and all applicable terms and conditions of the Permit.
- 5. The Well Administrator. The Well Administrator shall oversee the

operation and maintenance of the Well pursuant to this Declaration. There shall be one (1) Well Administrator for the Well. The Well Administrator shall hold office until a successor Well Administrator is selected by a majority vote of the Lot Owners. The initial Well Administrator for the Well shall be the Owner of Lot \_\_\_\_\_.

- 6. The Well Account. The Well Administrator shall maintain on behalf of the Lot Owners served by the Well a checking account with a local banking institution (the "Well Account") and adequate records showing all receipts to and disbursements from the Well Account. All assessments and other payments collected pursuant to this Declaration relating to the Well shall be deposited into the Well Account. The Well Administrator shall be the authorized signatory during his or her term upon the Well Account.
- 7. Well Production Capacity. Attached hereto as Exhibit A is the well report completed by the driller of the Well. The accuracy of information contained in said report is not warranted by Declarant, and the information contained in the report is solely the representation of the driller. Declarant does not warrant or guarantee that water in any quantity will be located below the surface of the real property on which the Well is located. Declarant shall have no obligation after the recordation of this Declaration to maintain, modify, repair, redrill, deepen, or replace the Well, or any other obligation with respect to the Well or the equipment used in connection therewith; provided, however, that Declarant shall have such obligations, as provided in this Declaration, if it shall retain a Lot and not intend to presently sell that Lot, and in such event Declarant shall have no greater or lesser obligation than any other Lot Owner.
- 8. Connections, Separate Metering and Maintenance of Water Lines. The Owner of each Lot served by the Well may connect a distribution line to the Well at such Owner's expense. Each such connection shall have a separate meter on its distribution line located on the Lot served by the connection. Such distribution lines serving each Lot shall each contain a shut off valve at the Lot line. Such meter shall show the water usage on the Lot for which it measures and shall be installed prior to commencement of any construction activity on the Lot. Each separate connection, the distribution line from the connection to the Lot served and such meter shall be maintained in a good and functioning state of repair at all times by the Owner of the Lot served by the connection. All water distribution lines installed by a Lot Owner shall be constructed in accordance with all applicable codes, laws, ordinances and regulations, and at such Owner's sole expense.

Each and all Owners of Lots subject to this Declaration shall submit to meter readings by the State Engineer's office, by the County of Rio Arriba, and by the Well Administrator.

9. Operation, Maintenance and Repair of the Well. All costs of electrical

service, maintenance, testing, repair, reaming and other ordinary costs associated with the use of the Well shall be shared equally by the Users of the Well from the time said Users shall connect distribution lines to the Well and begin drawing water from the Well. Any extraordinary costs of redeepening, replacing or rebuilding the Well shall be shared equally by all the Lot Owners served by the Well. The Well Administrator may make nonemergency expenditures after consultation with all Users of the Well and after obtaining the approval of such expenditures by all Users of the Well. Any User may make emergency expenditures regarding the Well required to insure a continuous supply of water without consultation with and approval from anyone, and such User making the emergency expenditure shall be entitled to reimbursement in accordance with this Section.

The Well Administrator shall receive billing statements for electrical utility charges for the operation of the Well, which shall be shared equally by the Users of the Well. All payments for shared expenses hereunder shall be paid within fifteen (15) days following delivery of written notification thereof to the User or Lot Owner, as the case may be. Each Lot Owner shall have the responsibility of providing to the Well Administrator administering the Well such Lot Owner's current address for receipt of such notices.

- 10. <u>Initial Reserve Funds</u>. Upon closing of the sale of each Lot now owned by Declarant to a purchaser, Declarant shall collect from the purchaser the amount of \$500.00, which shall be deposited in the Well Account. These funds shall constitute the initial reserve for capital expenditures and administrative expenses.
- 11. <u>Assessments; Capital Expenditures</u>. The Lot Owners shall meet no less frequently than on an annual basis to review the financial status of the Well's operations and maintenance and determine what assessments, if any, should be levied against each User and Lot Owner to provide an adequate reserve for or to pay administrative expenses, electrical charges and capital expenditures. For purposes of this Agreement, "capital expenditures" with respect to the Well shall mean repairs to, or replacements of, components of the well system as originally installed and subsequently improved to service the Lots.
- 12. Quorum; Action Without Meeting. For purposes of fixing assessments under Section 11 above with respect to the Well, the approval, at a meeting of Lot Owners called for that purpose, of a majority of Lot Owners whose Lots are served by the Well shall be required. Proxies shall be permitted. A written consent setting forth the action and signed by all of the Lot Owners shall be sufficient for actions hereunder without the necessity of a meeting.
- 13. <u>Equal Rights</u>. No Lot by first commencing to use the Well on a regular basis shall obtain any priority over any other Lot served by the Well, and each Lot served by the Well shall have equal rights to the water produced by the Well.

14. <u>Easements</u>. The Lot upon which the Well provided for hereunder is located shall be subject to easements in favor of each and all of the other Lots served by the Well for the purposes of installation, operation, maintenance and repair of the Well and of the water distribution lines from the Well to the other Lots served. Said easements shall include the right to install and maintain the Well and water distribution lines and to operate, inspect, maintain and repair the pumps and the Well and to inspect and read the water meters. The easements shall include the right to use such vehicles and rigs as are commonly and reasonably used for the purposes of well drilling, equipping and repair, and for the purposes of water and powerline installation, repair and replacement.

Notwithstanding the foregoing, it is Declarant's intent that a distribution line run from the Well to the perimeter easements on the Lot on which the Well is located and from such perimeter easement through easements within Tract \_\_\_ benefiting the Lots served by this Declaration.

- 15. <u>Term</u>. The term of this Declaration shall commence on the date hereof and shall continue thereafter indefinitely until terminated. No Lot Owner bound by this Declaration may terminate his or her obligations under this Declaration. The fact that a Lot Owner chooses not to exercise his or her right to withdraw water from the Well shall not affect the easements described herein, nor shall such fact affect the relative rights and obligations of any of the Lot Owners bound by this Declaration.
- 16. <u>Default</u>. In the event a Lot Owner fails to perform any of his or her obligations provided in this Declaration, that Lot Owner shall be in default. In that event, any nondefaulting Lot Owner may notify the defaulting Lot Owner in writing of the default, and, if the default is not fully cured within fifteen (15) days after the giving of the notice, the nondefaulting Lot Owner(s) may commence legal action to require the specific performance of the obligation not performed and/or recover damages. In the event the nondefaulting Lot Owner obtains substantially the relief sought in such an action, the defaulting Lot Owner shall pay the nondefaulting Lot Owner's(s') attorneys' fees and costs incurred in such action.

If the default consists of nonpayment of monies for which said party is obligated to pay under this Declaration, there shall also be established a lien in the amount of the payment due, and such lien shall be against the Lot of the defaulting Lot Owner in favor of the remaining Lot Owner(s) owed the payment, plus fifteen percent (15%) interest thereon per annum. Said lien shall be perfected by the recording in the Rio Arriba County Clerk's office of an affidavit stating the existence of the lien, the amount thereof, the affected Lot and signed by the Lot Owner(s) claiming the lien, with his or her (their) mailing address(es). Said lien may be foreclosed as provided by law for the foreclosures of mortgages.

- 17. <u>Amendment and Termination</u>. Any provision contained in this Declaration may be amended, additional provisions may be added to this Declaration or this Declaration may be terminated by the recording of a written instrument or instruments specifying the amendment, addition or the fact of termination, executed by all Lot Owners, as shown by the records in the office of the County Clerk of Rio Arriba County, New Mexico, of all Lots.
- 18. <u>Effect of Provisions, Enforcement and Remedies</u>. Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right, interest or Transfer to effectuate any provision of this Declaration shall:
- (i) be deemed incorporated in each Transfer or other instrument by which any right, title or interest in any Lot is Transferred whether or not set forth or referred to in such Transfer or other instrument;
- (ii) by virtue of acceptance of any right, title or interest in any Lot by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and as a personal covenant shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of any other Owner; and
- (iii) be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running in each case as a burden with and upon the title to each Lot and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the Property and each Lot.
- 19. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given and delivered to, and received by, the receiving party:
- (a) when hand-delivered to the address of the receiving party;
- (b) one (1) day after deposit with a national overnight courier addressed to the receiving party; or
- (c) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party.

Addresses for notices hereunder shall be those registered with the Canyon Ridge Homeowners' Association of which each Lot Owner and Declarant are members. Each Lot Owner shall register in writing his or her current address with the

Association. In the absence of such registration, the address of a Lot Owner shall be deemed that shown in the records of the Rio Arriba County Assessor.

- 20. <u>Recitals</u>. Each and all of the recitals set forth at the beginning of this instrument are hereby incorporated herein by this reference.
- 21. <u>Exhibits</u>. Each and all of the Exhibits stated herein and attached hereto are hereby incorporated herein by this reference.
- 22. <u>Calculation of Time</u>. Any time period herein calculated by reference to "days" shall mean business days, i.e. excluding Saturdays, Sundays and federally recognized holidays.
- 23. <u>Numbers and Genders</u>. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 24. <u>No Waiver of Violation; Breach</u>. No covenant contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.
- 25. <u>Captions</u>. The captions of the paragraphs and subparagraphs of this Declaration are not necessarily descriptive or intended or represented to be descriptive of all the provisions thereunder, and in no manner shall such captions be deemed or interpreted to limit the provisions of this Declaration.
- 26. <u>Severability</u>. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision of any valid and enforceable part of a provision of this Declaration.
- 27. <u>Successors and Assigns</u>. This Declaration shall be binding upon and shall inure to the benefit of each Owner and the heirs, personal representatives, successors and assigns of each Owner.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this day of, 2009.
By: Michael Plant Managing Member RARE EARTH NEW MEXICO, LLC, a Wisconsin limited liability company
ACKNOWLEDGMENT
STATE OF
COUNTY OF
This instrument was acknowledged before me this day of, 2009 by Michael Plant, sole managing member of Rare Earth New Mexico, LLC, a Wisconsin limited liability company.
Notary Public My Commission Expires:
EXHIBIT A See attached well report.

Appendix J

CANYON RIDGE

Rio Arriba County Night Sky Protection Ordinance



## Rio Arriba Board of County Commissioners

COMMISSIONERS Altreda L. Monnya Chairman District 2

> Ellas Coriz District 1

RIO ARRIBA COUNTY BOARD OF COMMISSIONERS Rio Arriba County Night Sky Protection Ordinance 2009-02 Felipe D. Martinez District 3

COUNTY MANAGER
Lorenzo J. Valdez

AN ORDINANCE 2009-02 COMPILING, AMENDING, ADOPTING, RESTATING AND SUPPLEMENTING STANDARDS FOR OUTDOOR LIGHTING REGILATIONS THROUGHOLT RIO ARRIBA COUNTY; SETTING FORTH PERFORMANCE STANDARDS FOR OUTDOOR LIGHTING IN RIO ARRIBA COUNTY; PROVIDING FOR ADMINISTRATION FOR THE ORDINANCE; AND PROVIDING FOR PENALTIES FOR VIOLATIONS

WHEREAS, this Ordinance will supplement Ordinance No. 2000-01 which provides standards for all development within Rio Atriba County with respect to outdoor lighting, protecting and preserving the night sky in conjunction with the New Mexico Night Sky Protection Act.

WHEREAS, this Ordinance will, with respect to outdoor lighting which are under general safety and quality of life considerations, will provide additional guidelines in order to protect the health, safety and welfare of the residents of Rio Arriba County.

#### ARTICLE 1. GENERAL PROVISIONS

Section 1. Short Title, This Ordinance shall be referred to as the Night Sky Protection Ordinance 2009-02.

#### Section 2. Interpretation.

In the interpretation and application of this Ordinance all provisions shall be:

- 1. Considered as minimum requirements
- Liberally construed in favor of the County
- Decomed neither to limit nor repeal any other powers granted under State statutes.
- Not deenved to repeal or limit any other ordinances or regulations adopted by the County unless expressly so stated herein.

In this document the 2009-02 Night Sky Protection Ordinance shall be referred to as "Ordinance", The State of New Mexico shall be referred to as the "State". Rio Arriba County shall be referred to as the "County".

#### Section 3. Purpose.

The purpose of the Night Sky Protection Act [74-12-1 to 74-12-10 NMSA 1978] is to regulate outdoor night lighting fixtures to preserve and enhance the State's dark sky while promoting safety, conserving energy and preserving the environment for astronomy. Another purpose of the this Ordinance is to protect and promote the public health, safety and welfare, the quality of life, and the ability to view the night sky, by establishing regulations and a process for review of exterior lighting. This Ordinance establishes standards for exterior lighting in order to accomplish the following:

P.O. Bac 127 \* Tierra Amarilla, New Mexico 87575 \* Phone (505) 588-7254 \* Fac (505) 588-7819 Espanola Annex \* 1122 Industrial Park Road \* Espanola New Mexico 87532 \* Phone (505) 753-2992 \* Fax (505) 753-9397

- 1. To prevent light trespass in all areas of the County, which includes neighbor-to-neighbor trespass, business to residence trespass or any variation of light trespass.
- 2. To minimize the effects of direct glare and excessive lighting.
- 3. To promote energy efficient and cost effective lighting in all areas of the County.
- 4. To reduce light pollution.
- 5. To allow for flexibility in the style of lighting fixtures.
- 6. To balance the nighttime use and enjoyment of property while minimizing the degradation of the nighttime visual environment, and thereby help preserve the quality of life in Rio Arriba County.
- 7. To work with other jurisdictions within Rio Arriba County to meet the purpose of this Ordinance.
- 8. To work with electric providers to protect the night sky and health and safety of Rio Arriba County citizens.
- 9. To comply with the Rio Arriba County Comprehensive Plan Goal 7, Strategy 44: "To adopt a Night Sky Ordinance with specific lighting guidelines and regulations to include requirements on lighting standards such as shielding, pole heights, lighting types, and hours of operation pursuant to the NM Sky Protection Act."

#### Section 4. Applicability.

- 1. This Ordinance is in addition to and supplements the New Mexico Night Sky Protection Act, which, among other things, outlawed the sale and/or use of mercury vapor outdoor lighting and required shielding of outdoor lighting fixtures installed after January 1, 2000, (except specified low wattage lighting that is to be shielded with this Ordinance for Rio Arriba County).
- 2. All outdoor lighting fixtures installed on private and public property in Rio Arriba County after the effective date of this Ordinance shall be in compliance with this Ordinance. This Ordinance does not apply to interior lighting.
- 3. All outdoor lighting fixtures existing and legally installed and operative before the effective date of this Ordinance are exempt form these requirements. These lights are to be amortized within ten (10) years or when existing lighting luminaries or fixtures become inoperable which ever come first, their replacements are subject to all the provisions of this Ordinance and the New Mexico Night Sky Protection Act.
- 4. Compliance with this Ordinance shall be administered by the County Planning and Zoning Department.
- 5. In the event of a conflict with any other section of this article, the more stringent requirement shall apply.
- 6. All governmental agencies, Federal, State or County including their security facilities which operate with the limits of Rio Arriba County should experience no difficulty meeting the requirements of this Ordinance and are encouraged by the County to comply with its provisions.
- 7. All electric providers shall be required to follow this Ordinance for installation of new or replacement of old luminaries. All electric providers must shield or replace all existing non-conforming luminaries within ten (10) years from the date of this ordinance.

#### ARTICLE 2. DEFINTIONS

For the purpose of this Ordinance, the following words shall have the following meaning. For words not listed, the generally accepted definition as found in a dictionary shall suffice.

- <u>Accent lighting</u> Means directional lighting which emphasizes a particular object or draws attention to a particular area.
- Aeronautical Light Any luminous sign or signal specially provided as an aid to navigation.
- <u>Canopy Lights</u> Canopy lights, such as service station lighting or covered entries, shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on public rights of way or adjacent properties.
- <u>Disabling Glare</u> Means lighting that impairs visibility and creates a potentially hazardous situation for either pedestrians or motorists.
- Footcandle (fc) The American unit used to measure the total amount of light cast on a surface (illuminance). One footcandle is equivalent to the illuminance produced by a source of one candle at a distance of one foot. For example, the full moon produces .01 fc (fc are measured with a light meter). One footcandle is approximately equal to ten (10) lux, the metric unit also used to measure illuminance.
- Glare Stray light striking the eye that may result in; a nuisance or annoyance glare such as light shining into a window; discomfort glare such as bright light causing squinting of the eyes, disabling glare, or reduction in visual performance.
- Horizontal Footcandle The amount of light measured on a horizontal surface.
- <u>IESNA</u> Illuminating Engineering Society of North America (IES or IESNA). The professional society of lighting engineers.
- <u>Lamp or Bulb</u> The generic term for an artificial light source, to be distinguished from the whole assembly (see Luminaries).
- LED Light Emitting Diode, A light-emitting diode is a semiconductor device that emits visible light when an electric current passes through it. Light Emitting Diodes are solid state devices and do not require heating of a filament to create light. Most LED light bulbs can reduce electrical consumption by 90% compared to the electrical consumption of conventional incandescent light bulb.
- <u>Light</u> The form of radiant energy that is capable of exciting the retina of the eye to make sight possible.
- <u>Lighting</u> Any or all parts of a luminaire that function to produce light.
- <u>Light Pollution</u> Any adverse effect of artificial night light including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, and including general sky glow caused by the scattering of artificial light in the atmosphere resulting in decreased ability to see the natural night sky.
- <u>Light Trespass</u> means light emitted by a luminaire that sine beyond the property on which the luminarie is installed.
- <u>Lumen</u> The unit used to quantify the amount of light energy produced by a lamp at the lamp. Lumen output of most lamps is listed on the packaging. For example, a 60-watt incandescent lamp produces 950 lumens while a 55-watt sodium low-pressure produces 8000 lumens.
- <u>Luminaire(s)</u> or <u>Fixture</u> A complete lighting unit, consisting of a lamp/bulb or lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.
- Non-Essential Lighting All exterior lighting not deemed to be 'essential lighting'. 'Essential lighting' constitutes exterior lighting in those areas where circulation is difficult, including stairways, building entrances and loading docks, and areas where pedestrians and vehicles might be in close proximity, including parking lots, connecting roads between parking lots, and areas designated for the loading of people or goods, provided that light levels in these areas do not exceed the IESNA-recommended lighting levels.

- Outdoor Lighting The nighttime illumination of an outside area or object by any manmade device located outdoors that produces light by any means.
- <u>Permitted Lamp Types</u> Incandescent, Fluorescent, Metal Halide, High Pressure Sodium, Low Pressure Sodium,
- <u>Permitted Luminaire Types</u> Cut off Luminaires, Semi-cut-off Luminaires must be shielded, and Floodlights on timers not to exceed (12) twelve minutes.
- <u>Shielding</u> means no light rays are emitted by a fixture above the horizontal plan running through the lowest point of the fixture where light is emitted.
- <u>Skyglow</u> The overhead glow from light emitted sideways and upwards. Skyglow is caused by the reflection and scattering of light by dust, water vapor and other particles suspended in the atmosphere.
- <u>Spotlight or Floodlight</u> Means any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.
- <u>Temporary Lighting</u> Lighting to be used for a special event for seven days or less, and temporary construction lighting.
- <u>Wall Wash</u> The reflectivity of artificial lighting from the exterior surface of a building or structure.

#### ARTICLE 3. TECHNICAL STANDARDS

The following lights that exceed the brightness limitations contained herein are exempt from the provisions of this Ordinance:

- 1. All existing lights as of the date of this Ordinance (until date of amortization).
- 2. Traffic control signals and devices.
- 3. Street and road lights installed prior to the effective date of this Ordinance.
- 4. Temporary emergency lighting (i.e. fire, police, repair workers).
- 5. Moving vehicle lights.
- 6. Navigation lights (i.e. airports, heliports, radio/television towers).
- 7. Seasonal decorations with individual lights in place no longer than 60 days.
- 8. Sports-field outdoor lighting sites existing at the date of passage of this Ordinance (i.e. ball fields, football, soccer, etc). Any new County sports lighting installations (or any over-all, complete replacement of luminairies or fixtures at existing sites) are to be shielded or hooded within the spirit of this Ordinance.
- 9. Other special situations approved by the County for temporary or periodic events (i.e. rodeos, revivals, fairs, fiestas, carnivals, night-time construction).
- 10. Security lights of any wattage that are controlled by a motion-sensor switch and which do not remain on longer than 12 minutes after activation.

#### Section 1. General Standards.

- 1. Outdoor lighting must be shielded and aimed downward. Examples of acceptable and unacceptable light shielding and hooding are shown in Figure 1, attached.
- 2. The shield must mask the direct horizontal surface of light source. The light must be aimed to insure that the illumination is only pointing downward onto the ground surface, with no escaping light permitted to contribute to sky glow by shining upward into the sky, or creating wall wash.
- 3. Any bright light shining onto adjacent property or streets which would result in a disability glare shall not be permitted.
- 4. Light trespass beyond property boundaries or above the horizontal plane shall be considered non-complaint.

- 5. Existing fixtures may be adapted to comply with this Ordinance by adding a properly designed shield, or by pointing any upward-mounted, shielded fixture downward toward the ground surface.
- 6. All outdoor lighting fixtures shall be designed, installed, located and maintained such that glare onto adjacent properties or streets shall be minimized and all direct illumination kept within the boundaries of the fixture owner's property.
- 7. Accent lighting, when so approved, shall be directed downward onto the building or object and not toward the sky or onto adjacent properties. Direct light emissions shall not be visible above the roofline (gutter line) or beyond the building edge.
- 8. Agricultural or government installation light fixtures are limited to 50,000 lumens and must be shielded from dispersing upward rays.

#### Section 2. Illuminance and Type of Lamp.

- 1. Illuminance levels for parking lots, sidewalks, and other walkways affected by sidemounted building lights, and freestanding sidewalk lights (not streetlights) shall not exceed illuminance levels listed in the most current IESNA Recommended Practices. Rio Arriba County recognizes that not every such area will require lighting.
- 2. Above ground parking lot lighting shall not exceed an overall average illumination of 1.5 footcandles. Interior parking structure lighting shall not exceed the minimum security illumination levels listed in the most current IESNA Recommended Practices.
- 3. The use of lighting for exterior wall washing is limited for residences, condominiums and apartments as listed in the following table; the use of recessed eave lighting to achieve wall washing is preferred, and wall washing should strive for uniform illumination distribution. The maximum average illumination limits for wall washing are:
  - Dark colored exterior surfaces: 1.0 footcandles
  - Light colored exterior surfaces: 0.5 footcandles

Illuminance measurements of indirect light creating wall wash shall be measured with an illuminance meter four feet from ground level with the meter held horizontally and touching the wall surface.

- 4. Streetlights shall be high-pressure sodium or metal halide, unless otherwise determined that another type is more efficient. Streetlights along residential streets shall be limited to a seventy (70) watt high-pressure sodium (hps) light with a lumen output of six thousand four hundred (6,400). Street lights along non-residential streets or at intersections shall be limited to one hundred (100) watts hps, with a lumen output of nine thousand five hundred (9,500), except that lights at major intersections on State highways shall be limited to two hundred fifty (250) watts hps, with a lumen output of twenty-eight thousand five hundred (28,500). If a light type other than high-pressure sodium or metal halide is permitted, then the equivalent output shall be the limit for the other light type. For more information see Tables 1, 3.
- 5. For more information on luminaire mounting height and lumen output, see recommendation chart; Table 2.

#### ARTICLE 4. PROCEDURES

#### Section 1. Submittals.

- 1. Applications for all development permits shall provide evidence of compliance with this ordinance to include the following submittals.
- 2. Plans indicating the location, type, and height of luminaries including both building and ground-mounted fixtures.

- 3. A description of luminaries, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer.
- 4. Ganging of individual luminaries to achieve more than allowed lumens in a specific area is prohibited. They may be ganged on a single standard only if focused downward on different surfaces.
- 5. Fixture photometric data, such as that furnished by the manufacturer, showing the downward on different surfaces.
- 6. Signed lighting affidavit by applicant insuring compliance with this Ordinance.
- 7. Additional information as may be required by the County Planning Department in order to determine compliance with this Ordinance.
- 8. Deviation from requirements of this Ordinance may be warranted in cases where it is proven the deviation will provide even more security for personal property, business inventory, agricultural produce or livestock.
- 9. The lighting deviation application shall contain a detailed site plan showing the location and type of lighting fixtures and the lumens/wattage deviations for each fixture sought by the applicant, in addition, the site plan shall show the locations of all buildings, public streets and roadways and other structures located within two hundred (200) feet of the property.
- 10. The Planning Director shall review the requested deviation. The Planning Director may grant the application, with or without conditions, if the Director determines that the General Standards of Section VI are met.

#### Section 2. Appeals.

- 1. The Rio Arriba County Planning and Zoning Committee by written notice of appeal filed with the Planning Director within ten (10) calendar days following written notification to the applicant of the Director's determination. Appeals from determinations of the Planning and Zoning Committee shall follow the appeal procedure of the County's Zoning Ordinance as amended from time to time.
- Section 3. Warning and Disclaimer. This Ordinance shall not create liability on the part of the County or on any officer or employee thereof for any damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

#### Section 4. Enforcement and Penalties for Violation.

If the Zoning Administrator finds that any provision of this Article is being violated, the Zoning Administrator shall give notice by hand delivery or by mail, of such violation to the owner and/or to the occupant of such premises, demanding that the violation be abated within thirty (30) days of the date of hand delivery or of the date of mailing of the notice. The Planning and Zoning Department Staff shall be available to assist in working with the violator to correct said violation. If the violation is not abated within the thirty (30) day period, the Zoning Administrator may institute actions and proceedings, either legal or equitable, to enjoin, restrain or abate any violations of this Article. Penalties for violation can be found in the Rio Arriba County Design and Development Regulation System Ordinance 2000-01, Article III Enforcement, Section I.

#### Section 7. Severability.

The provisions of this Ordinance are severable and if any paragraph, section, subsection, or part of this Ordinance is held to be invalid, unenforceable, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, inapplicability shall not affect or impair the remainder of this Ordinance.

#### Section 8. Effective Date.

The provisions of this Ordinance shall become effective thirty (30) days after published unless otherwise provided by law. After passage and at least annually thereafter, presentations of this Ordinance will be made through Jernez Mauntain Electric. Kit Carson Electric and Northern Rio Arriba Electric Cooperative, Inc. to registered County electricians, builders, architects, developers, Neighborhood Associations and ranching industry, and any other groups that should be interested in the preservation of Rio Arriba's dark skies beauty.

REVIEWED, APPROVED AND ADOPTED ON THIS 25th day of SEPTEMBER 2008.

THE BOARD OF COUNTY COMMISSIONERS OF RIO ARRIBA COUNTY, NEW MEXICO

SEA

Alfredo L. Montoya, Chairman Commissioner, District it

Elias Coriz Commissioner, District

Felipe D. Martinez
Commissioner, District III

ATTEST:

J. Fred Vigil, County Clerk

#### CERTIFICATE OF FILING

I, J. Fred Vigil, County Clerk, do hereby certify that the foregoing Ordinance designated as Ordinance 2009-02 was filed in my office on the 2009 day of April 2008 in Book Number 531, pages 6790.

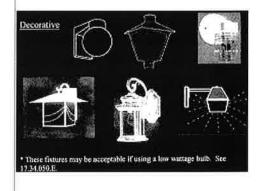
RIO ARRIBA C.FRED VIGIL DODGE GLEDY 2008/06730 Pook 531 Page 6790 7 of 13 09/36/2008 01:08:08 PM DY SHIRLEY

#### Figure 1

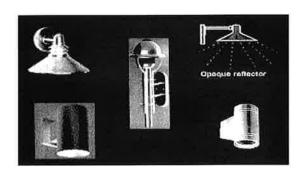
The following figures illustrate examples of generally acceptable and generally unacceptable types of outdoor lighting fixtures. Note that even those types of fixtures shown as "acceptable" must be installed and aimed properly to comply with this chapter.

# Unacceptable Acceptable Area Floodlights Acceptable Unacceptable Spotlights Proper aiming is required to prevent glare and light terspass. Without shielding, these types of fixture spray uncontrolled light. Unacceptable Acceptable Wall Packs uch fixture may be acceptable ng cely low output lamps (under 1,000 lumens). See 17.34.050.E Figure 1 (continued)

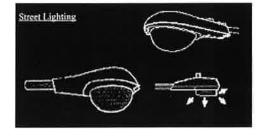
## Unacceptable



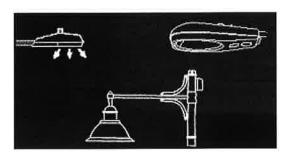
## Acceptable



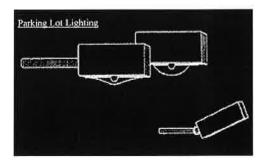
## Unacceptable



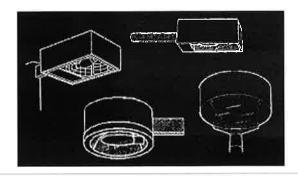
## Acceptable

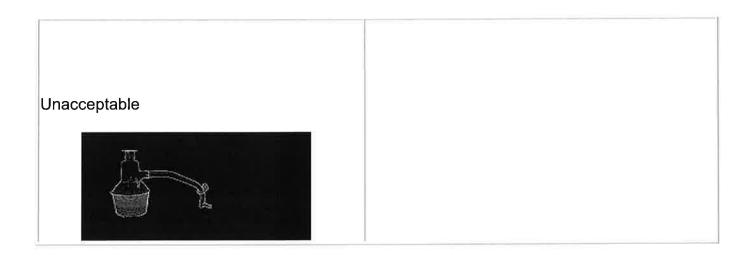


## Unacceptable



## Acceptable





#### Table 1

Bulbs Lawful In Rio Arriba County

Wattage of Bulb Allowed (At or Below 2,200 Lumens Limit for Residential and Commercial Lights)\*

	0 /				
Incandescent	150 Watts				
High Pressure Sodium	35 Watts				
Low Pressure Sodium	18 Watts				
Metal Halide	39 Watts				
Halogen	100 Watts				
Quartz	100 Watts				
Florescent	30 Watts				
Mercury Vapor**	Unlawful in New Mexico				
*Agricultural and Government Lights are Limited to 50,000 Lumens.					
** Grandfathered in New Mexico Until the Bulb/Luminaire Must Be Replaced.					

See State of New Mexico, 44th Legislature, 1st Session, Laws 1999,

Chapter 197, House Bill 39, As Amended, Signed April 6, 1999.

Table 2 lists the maximum lumen levels standards at various heights above ground level. It provides specific examples listing the common types of lighting sources, lumen levels, and permitted mounting heights.

Table 2: Mounting height/ lamp output recommendations mounting height (feet) maximum lumens.

Mounting Height (feet)	Maximum Lumens
6	1,000
8	600 to 1,600
10	1,000 to 2,000
12	1,600 to 2,400
16	2,400 to 6,000
20	4,000 to 8,000
24	6,000 to 9,000
28	8,000 to 12,000
32	9,000 to 24,000
36	12,000 to 28,000
40	16,000 to 32,000

Table 3
Initial rated light output of various lamps.
(Information from Sylvania #PL-150, General Electric #9200 and Phillips #SG-100 large lamp catalogs. Other brand names with equal qualities will suffice, listed below are only suggestions).

	Lamp	Initial Lumen
Lamp Type	Wattage	Output
INCANCESCENT LAMP (FROSTED) (Syl.)	25	235
INCANCESCENT LAMP (FROSTED) (Syl.)	40	375
INCANCESCENT LAMP (FROSTED) (Syl.)	60	890
INCANCESCENT LAMP (FROSTED) (Syl.)	100	1690
INCANCESCENT LAMP (FROSTED) (Syl.)	150	2850
INCANCESCENT FLOOD OR SPOT (G.E.)	75	765
INCANCESCENT FLOOD OR SPOT (G.E.)	120	1500
INCANCESCENT FLOOD OR SPOT (G.E.)	150	2000
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	42	665
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	52	885
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	72	1300
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	300	6000
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	500	10500
QUARTZ HALOGEN LAMP (FROSTED) (Syl.)	1000	21000
QUARTZ HALOGEN MINI FLOOD OR SPOT (G.E.)	20	260
(12 volt MR-16 type)		
QUARTZ HALOGEN MINI FLOOD OR SPOT (G.E.)	42	630
(12 volt MR-16 type)		
QUARTZ HALOGEN MINI FLOOD OR SPOT (G.E.)	50	895
(12 volt MR-16 type)		
QUARTZ HALOGEN MINI FLOOD OR SPOT (G.E.)	75	1300
(12 volt MR-16 type)		
FLUORESCENT LAMP (Phillips)	7	400
FLUORESCENT LAMP (Phillips)	6	600
FLUORESCENT LAMP (Phillips)	13	900
FLUORESCENT LAMP (Phillips)	22	1200
FLUORESCENT LAMP (Phillips)	28	1600
FLUORESCENT LAMP (G.E. cool white)	40	3150
LOW PRESSURE SODIUM LAMP (Phillips)	18	1800

## Table 3 (continued)

		Initial
	Lamp	Lumen
Lamp Type	Wattage	Output
LOW PRESSURE SODIUM LAMP (Phillips)	35	4800
LOW PRESSURE SODIUM LAMP (Phillips)	55	8000
LOW PRESSURE SODIUM LAMP (Phillips)	90	13500
LOW PRESSURE SODIUM LAMP (Phillips)	135	22500
LOW PRESSURE SODIUM LAMP (Phillips)	180	33000
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	35	2250
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	50	4000
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	70	6400
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	100	9500
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	150	16000
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	250	27500
HIGH PRESSURE SODIUM LAMP (DIFFUSE) (G.E.)	400	50000
METAL HALIDE LAMP (Coated) (G.E.)	32	2500
METAL HALIDE LAMP (Coated) (Venture)	50	3400
METAL HALIDE LAMP (Coated) (G.E.)	100	9000
METAL HALIDE LAMP (Coated) (G.E.)	175	15750
METAL HALIDE LAMP (Coated) (G.E.)	250	20500
METAL HALIDE LAMP (Coated) (G.E.)	400	36000
LIGHT EMITTING DIODE	11	900
LIGHT EMITTING DIODE	13	600
LIGHT EMITTING DIODE	1.9	350
LIGHT EMITTING DIODE	11.9	200



#### SCHEDULE OF CONSTRUCTION FINES

Violation	Fine (per occurrence)
Construction Permit Fines	
Building without a Canyon Ridge Construction Permit	\$1500
Unauthorized plan change- major	\$500
Construction Activity Fines	
Failure to install construction entrance	\$500
Failure to provide and maintain waste container	\$500
Failure to maintain clean, safe, and orderly site	\$100
Failure to provide and maintain portable toilet	\$250
Failure to provide and maintain tree protection fencing	\$250
Failure to install and maintain erosion control measures	\$250
Failure to have fire extinguishers on site	\$100
Failure to post and maintain required permit signs	\$50
Littering on lot, roads, or common areas	\$100
Burning debris any where in the community	\$5,000
Unauthorized signs	\$100
Storing materials on adjacent lots, common areas, and road shoulders	\$100
Parking on adjacent lots or common areas	\$100
Unsafe driving or excessive speeds in the community	\$100
Blasting without approval or advance notice	\$5,000
Loud music or other noise nuisances	\$100
Bringing pets to jobsite	\$100
Violation of construction hours	\$100
Use of alcohol or controlled substances on construction site	\$100

In addition to the above fines all violations are subject to the cost of repairs for any and all damages incurred on lots, roads, or common areas as a result of the violation.

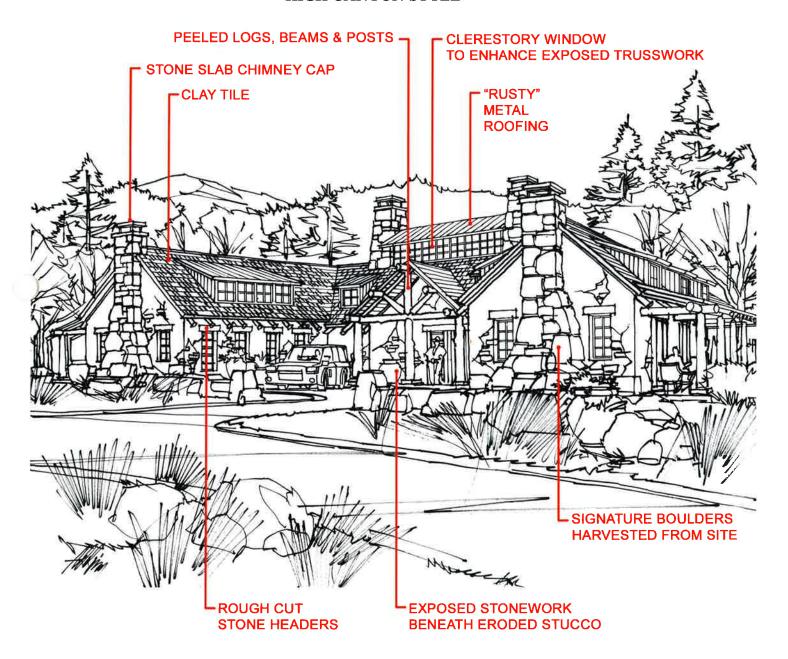
# CANYON RIDGE



Patternbook

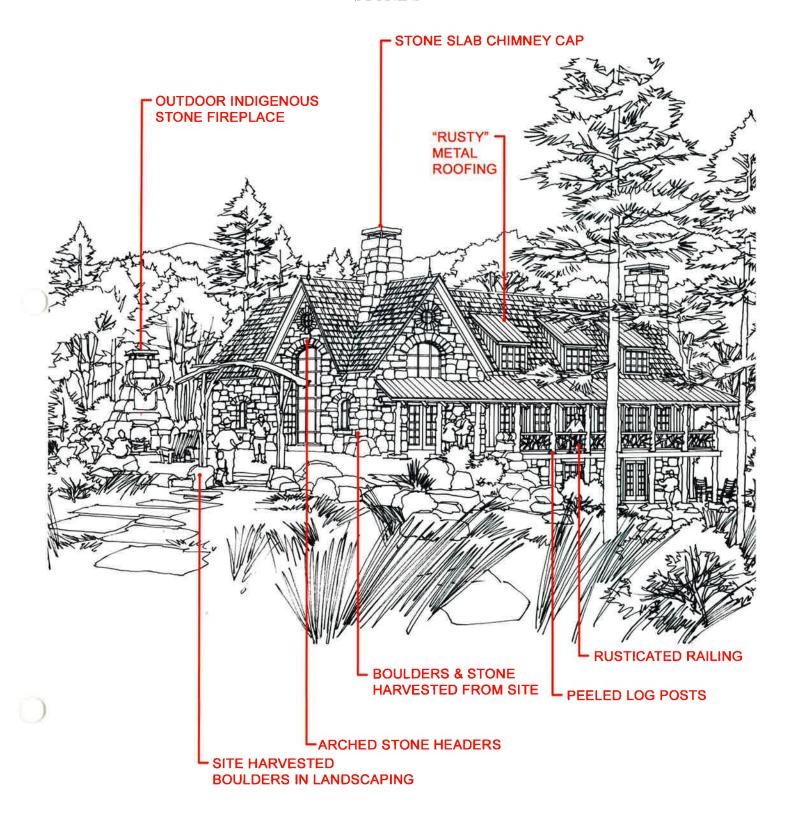


#### HIGH CANYON STYLE



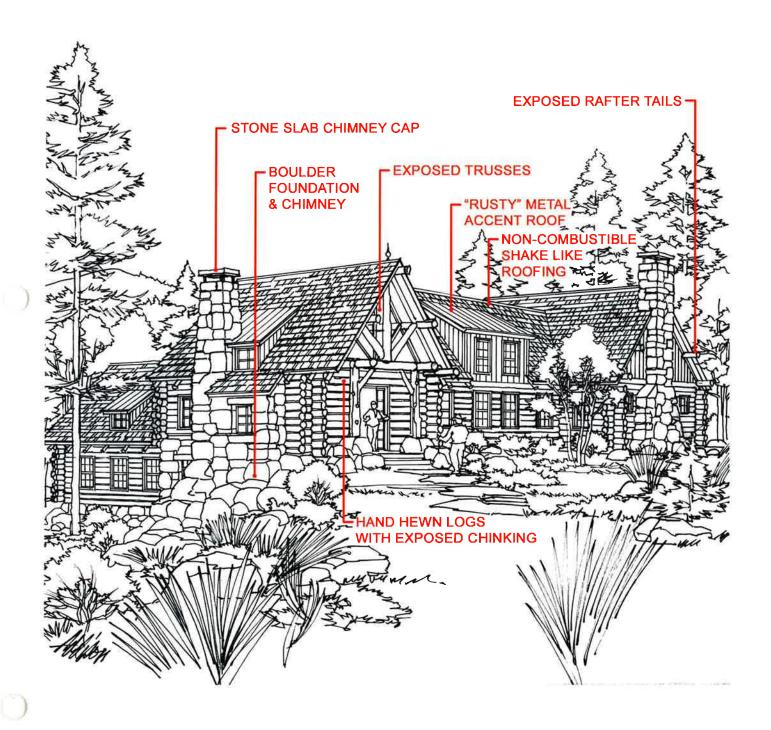


#### STONE STYLE

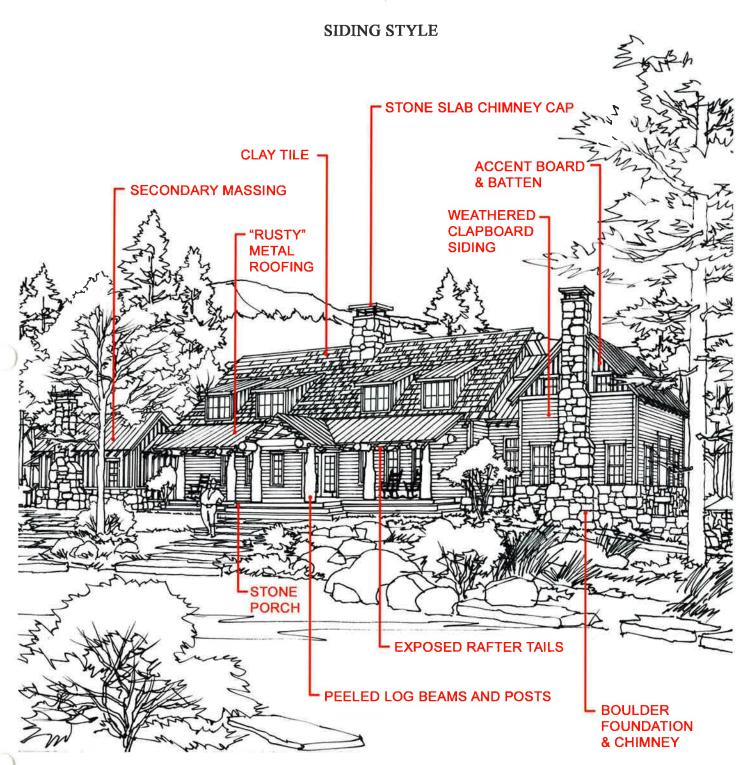




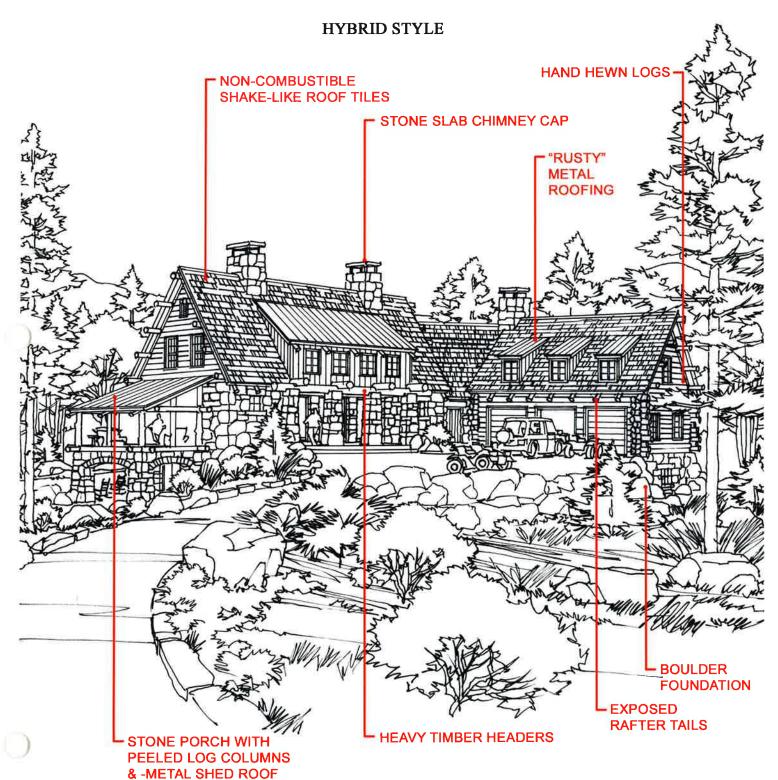
#### **LOG STYLE**



# Appendix L CANYON RIDGE







## Ballusters



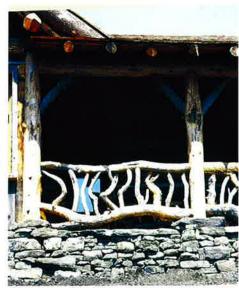




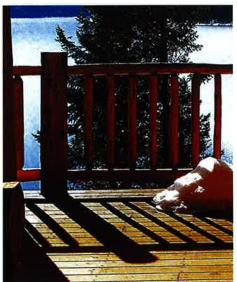


#### BALLUSTERS & RAHINGS

In keeping with the organic flavor of Canyon Ridge, ballusters and railings can take many successful forms. From the rusticated branch or bramble pickets to the rough cut lumber pickets they all provide safety while maintaining an organic natural appearance. Interior railings can utilize more delicate branchwork while the hearty cuts of wood can be durably incorporated in the exterior ballusters and rails.

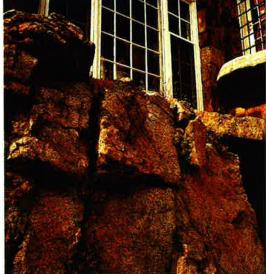


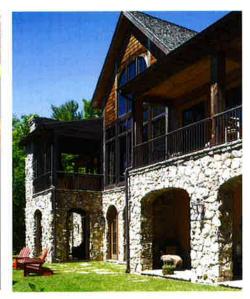












#### STONEWORK

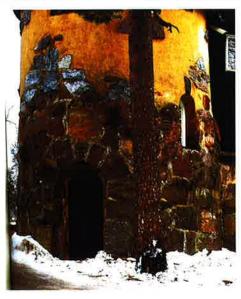
Stonework should be kept organic and one with the earth in appearance and configuration. Minimal mortar joints provide the drystack vintage appearance that is Canyon Ridge.

Mixing and matching of materials such as stone and wood can offer the opportunity for one material to complement another by contrast and texture. The combination of stone and stucco also provides an aged look as if the stucco as worn away overtime leaving behind the stone structure.









Corners



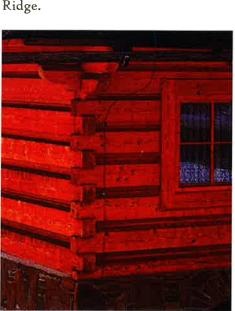








Perhaps the most endearing hallmarks of log structures are the visually apparent connections of the walls. Exposed log ends add charm and offer the opportunity for shadow which embues the home with character. Exposed chinking can lend a more finished appearance to that of a truly rusticated log residence. Whichever approach is used even "D" shaped logs with a hand-hewn appearance produce the organic appearance that is Canyon Ridge.















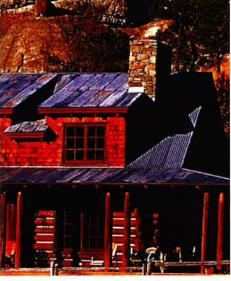


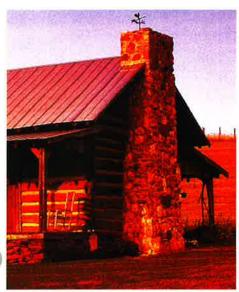


## CHIMNEYS & ROOFS

An abundance of stone and boulders On site boulders provide the opportunity to have the stonework for the residences mined directly from theland or site. Monumental boulders provide the appearance that our residences grow from the earth. Drystack stonework adds to the aged look of the chimney. Roofing materials such as "rusted" metals or metals with patina as well as clay tiles and non-combustible shake-like tiles complement the chimney and provide for fire safe roofing.







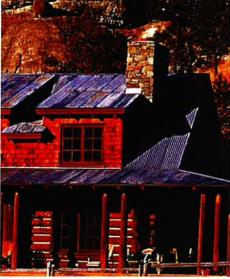




Porches









#### PORCHES

A porch is an inviting feature to any home. Front porches welcome guests while providing protection from the elements. Private porches, perhaps off the Great Room or Master Suite create quiet sheltered places of respite while adding interest to the exterior massing of the home. Shed roofs work well for porches because they allow for secondary massing and lessen the visible volume of a home leaving more of the natural environment for view.





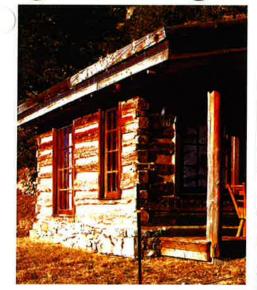






# Logs & Siving

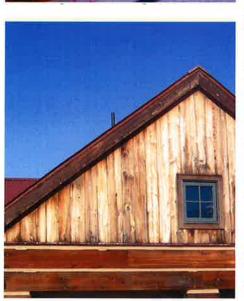






Natural weathered woodwork is perhaps the best way to embue a home with character as though it has stood the test of time. Mixing and matching logs with clapboard or board and batten siding creates layers of texture and depth that says welcome home. A natural patina or color should be maintained as the objective is to blend with the earth. Within the landscape the home should appear appropriate for the natural setting.

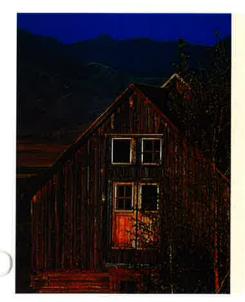








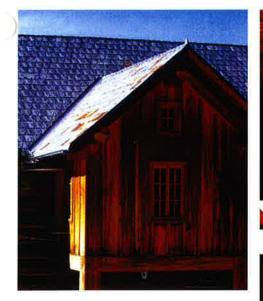






# Entry Features







Items comprising the entry feature include not only elements such as columns, beams and brackets but also the entire massing of the entryway. Whether it be a front porch, a gabled entryway or a uniquely classic doorway they all work togeteher to provide the first place to arrive home. These should be given careful consideration with respect to the organic naturalistic goals set forth at Canyon Ridge, to create something special that blends harmoniously with the environs.









