

FOR

VILLA SANDIA SUBDIVISION

TO THE

CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: that OMEGA BUILDERS, INC., hereinafter called "Grantor", being the owner of VILLA SANDIA SUBDIVISION, in Albuquerque, Bernalillo County, New Mexico, being described as:

Lot One (1) through Twenty-four (24), Block One (1)
Lot One (1) through Three (3), Block Two (2)

of the plat of VILLA SANDIA SUBDIVISION, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on June 23, 1986, hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restrictions of said property, subject to which all lots and portions of lots in said subdivision shall be sold and conveyed as herein set forth.

DEFINITIONS

The word "lot" as used herein is intended to refer to single pieces of parcels of land shown as lots on the recorded plat described above.

A corner is one which abuts on more than one street, and in the absence of any other designation shall be deemed to front on the street on which has the larger dimensions, but the Grantor reserves the right, through the Architectural Control Committee to designate the street on which any corner lot shall be deemed to front.

The word "residence" as used herein with references to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvement, except roofs.

The word "street" as used herein shall include any street, drive road, lane, path or public way as shown on the plat.

NOW, THEREFORE, the Subdivision is hereby subjected to the following protective covenants, reservations and restrictions, which are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivision or claiming under them.

1. LAND USE AND BUILDING TYPES

a. All lots within the Subdivision are hereby declared to be single family residential lots, and no lot shall be used for any other purpose than single family residential patio homes.

b. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above ground level as described below, and a private garage or carport for not more than three (3) cars and not less than two (2) cars. Storage sheds, work shops, swimming pools, gazebos and such shall be allowable upon approval being granted by the Architectural Control Committee.

c. No building shall be erected, altered, placed or permitted to remain on any such lot with a fully enclosed heated living area of less than 1,800 square feet, exclusive of carports, garages and open porches or patios.

d. No building shall be erected, altered, or permitted to remain on any such lot that will exceed a vertical distance above ground level to the highest point of the coping of a flat roof, deck line of a mansard roof or the average between the plate and the ridge of a gable, hip or gambrel roof of twenty-six (26) feet. Ground level shall be defined as the highest pad elevation of any single lot, as shown on the grading plans and/or as directed or approved by the Architectural Control Committee, on file at the office of Omega Builders, Inc. All decisions and judgements pertaining to view obstruction shall be granted solely by the Architectural Control Committee.

e. No building or any part thereof, including garages, shall be erected on any lot closer to the lot lines than set forth in the City of Albuquerque Comprehensive Zoning Code in effect as of the date hereof.

It is understood that ordinary projections of sills, belt courses, cornices and ornamental features may project as much as twenty-four (24) inches into the side setback lines. For the purpose of this paragraph, eaves, steps, and equipment pads shall not be considered as part of the building.

f. No alteration of any kind shall be made on any drainage ponds on lots requiring backyard ponding, as designated on the grading plans for the subdivision, without written approval from the City of Albuquerque Hydrology Department, with said approval being submitted to the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter referred to as the "Committee", is hereby established and shall be comprised of three (3) persons, who shall be appointed by the Grantor to serve for a period of five (5) years from the date hereof and until their successors shall be appointed and qualify. Vacancies occurring either before the end of, or as a result of the expiration of such five (5) year term, shall be appointed by a majority of the residential lot owners in VILLA SANDIA SUBDIVISION, who are present at a special meeting called for the purpose of filling such vacancy.

No member of the Committee shall be entitled to any compensation for services performed on said Committee.

Any two (2) members shall be able to act on the behalf of the Committee, and in the event of any conflict, a majority of the Committee shall rule.

Before the commencement of construction, remodeling, addition to, or alteration of any lot grade, building, swimming pool, wall, fence, tank, out building or any other structure whatsoever on any lot, there shall be submitted to the Grantors for transmittal to the Architectural Control Committee:

(1) A complete set of plans, including but not limited to, foundations, floor plan, elevations, details, specifications (including exterior finish schedule), a plot plan and grading plan showing the location and finished grade of the structure on the lot.

(2) One (1) complete set of plans and specifications upon approval will be retained by the Committee to remain on file.

NO STRUCTURE OR IMPROVEMENTS OF ANY KIND shall be erected, altered, placed or maintained, including lot grading alterations, upon any lot unless and until the complete set of final plans therefore have received such written approval as herein provided.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of the restrictions, or if a design or color scheme of the proposed structure is not in harmony with the general surroundings or in harmony with such lot or adjacent structure, or if the plans and specifications submitted are incomplete, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of VILLA SANDIA SUBDIVISION. The decision of the Committee shall be final and no building, structure or improvement of any kind shall be constructed or placed upon any lot in VILLA SANDIA SUBDIVISION, without the prior written consent of the Committee.

In the event the Committee shall fail to approve or disapprove the plans, specifications and other such information as may be required within thirty (30) days after submission, then such approval shall not be required, provided that no building or structure shall be erected which violates any of the covenants contained herein.

Neither the Committee, its members, nor the Grantors shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee or the Grantor, for work done pursuant to the requested changes of said plans and specifications.

A majority of the Committee, may from time to time, grant exceptions or variances to any of the Articles hereof, without the consent of any of the owners of the other lots in the subdivision.

3. WALLS AND FENCES

Retaining walls shall be party walls if placed on the common property line between two (2) lots and shall not be removed by either property owner. Liability as between the owners with the respect to the maintenance of the party wall shall be as provided for in New Mexico Law.

Except for necessary retaining walls, which shall be of minimum height, the following requirements shall apply to all walls and fences:

- a. No wall or fence shall be erected or allowed to remain nearer the street than the front of the dwelling, and
- b. On corner lots, no wall or fence facing the side street shall be erected or allowed to remain nearer the front street than the rear of the dwelling.
- c. All walls and fences shall be built of masonry block walls except as follows:

- (1) Wing walls and street facing walls on corner lots shall match the dwelling.

- (2) Any decorative walls provided by Grantor along lots adjoining Villa Sandia Drive and Crested Butte Drive shall be neither added to nor subtracted from or modified in any means whatsoever without approval from the Architectural Control Committee.

The builder or lot owner shall be responsible to maintain said walls provided by Grantor in good condition. Should the builder or lot owner fail to maintain said walls, the Grantor reserves the right to enter the property to perform any required maintenance and invoice the builder or lot owner for all work and costs incurred.

ALL WALLS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

- d. All builders and/or lot owners shall be responsible for the construction of retaining walls on common property lines including rear property lines in accordance with all applicable Federal, State, City and County Codes and Ordinances.

- e. No walls or fences shall be erected or placed on any lot or lots lower than four (4) feet nor higher than six (6) feet above ground level except as directed or approved by the Architectural Control Committee. "Ground" in this instance shall be defined as the highest ground elevation on either side of the wall.

4. SUBDIVISION OF LOTS

None of the lots within the Subdivision shall be further subdivided to create two (2) or more building sites, however, two (2) or more lots may be combined into one (1) building site.

5. UTILITY EASEMENTS

Easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property as shown on the recorded plat.

6. NUISANCES

No business, trade, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TOLERANCE

A two (2) inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by these covenants.

8. OIL AND MINERAL OPERATIONS

No oil drilling, oil development, oil refining, derrick or other structure designed for use in boring for oil or natural gas, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

9. GENERAL PROVISIONS

The Grantors may include restrictions, other than those set out herein, in any contract or deed to any lots without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the Grantors of said property, or any part thereof, to all such intents and purposes as though incorporated in full thereof; and each such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

10. MISCELLANEOUS

The construction or maintenance of billboard, posterboard, or advertising structures of any kind on any part of any lot is prohibited, except that architects and builders may display a sign with their name and insignia thereon during construction, and realtors and owners may display temporary FOR SALE signs. The sign shall not exceed more than six (6) square feet in size.

No trash, ashes, paper or refuse of any kind may be thrown or dumped on any vacant lot in the subdivision;

No trailer, house trailer, motor home, or boat shall ever be parked or placed on any vacant lot, nor shall any trailer, motor home, shack, tent, garage or other out building be used as a residence, either temporarily or permanently.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except domestic dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Owners of vacant lots will be responsible for keeping their lots cleared of all weeds, trash and all other detracting impediments.

All lots shall be kept clean and maintained during the course of construction.

All buildings constructed on lots shall be finished in accordance with the plans and specifications as approved by the Committee within twelve (12) months of the start of construction.

No cotton bearing cottonwood trees or elm trees of any nature shall be planted or permitted to grow on any lot within the subdivision.

Where externally visible air conditioners are erected or installed, they shall be so installed that they will not be visible from the front street or in the case of corner lots, from either the front or a side street. Roof mounted units shall be allowed, however, they shall be installed as to comply with this restriction as much as possible.

No antennas (radio, shortwave radio, television or others) shall be erected upon any lot or dwelling without prior written approval by the Architectural Control Committee.

In the event that a structure is destroyed, wholly or partially by fire or other casualty, said structure shall be properly rebuilt, repaired or replaced to conform to these restrictions, or all remaining structures, including the debris and foundations shall be removed from the lot.

The exterior of all dwellings shall be of pastel grays, whites and creams or earth tone colors with no bright or gaudy colors being allowed.

11. LANDSCAPING

All front yard landscaping shall be complete within one (1) year from date of occupancy of dwelling and shall be so designed and constructed as to compliment and enhance the subdivision.

The landscaping provided by Seller between the lot line and the street along Villa Sandia Drive and Crested Butte Drive is being maintained by the City of Albuquerque and therefore shall not be added to, detracted from, or altered by the Purchaser in any means whatsoever.

12. RIGHT TO ENFORCE

The restrictions herein set forth imposed upon each lot is for the benefit of each and every lot, and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Grantors, their successors and assigns, the individuals comprising such corporations, their assigns and each and every purchaser of and any person acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of

said land (no restrictions or covenants herein except in respect to breaches committed during the time such corporations, or persons owns or has an interest in said land and/or part thereof); and the Grantors, their successors and assigns, and the stockholders hereof, their heirs, assigns, executors and administrators, the Committee and the owner or owners, of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction, to prevent the breach of or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any or all such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so at any time thereafter, except as herein specifically set out, nor shall the failure to enforce such restrictions as to any one or more lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners.

13. AMENDMENTS

These covenants may be amended from time to time by an affirmative vote of the then record holders of title representing a seventy-five percent (75%) majority of the total single family residential lot owners in the subdivision, or by Grantor, providing Grantor currently maintains title to thirty percent (30%) of the total residential lots in the subdivision.

14. DURATION

All of the restrictions and covenants herein set forth as amended from time to time shall continue and be binding upon the Grantors, their successors and assigns, the individual stockholders thereof, and their heirs, assigns, executors and administrators, and all parties claiming by, and through or under it, or them, for a period of twenty-five (25) years each; provided, however, that any time within five (5) years prior to the expiration of the first twenty-five (25) year period thereafter, the owners of the area shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, and covered by this dedication, may provide for the release of any and all of the lots hereby restricted, from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any successive fifteen (15) year period, by executing and acknowledging a proper agreement or agreements in writing for such purpose and filing same for record in the manner then required for the recording of land instruments.

IN WITNESS WHEREOF, OMEGA BUILDERS, INC., have caused this instrument to be executed this 1st day of July, 1986.

ATTEST

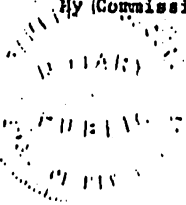
OMEGA BUILDERS, INC.

BY: *Stephen P. Tomita*
Stephen P. Tomita
Executive Vice President
American Service Corporation

BY: *Richard L. Coats*
Richard L. Coats, President

This instrument was acknowledged before me this 1st day of July, 1986.

Pamela C. Segura
Pamela C. Segura
Notary Public
My Commission Expires 12/22/88



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

87 MAY 29 PH 3: 30

BK 15493A PG 127-134
GLADYS M. DAVIS
CO. CLERK & RECORDER

J. S. [Signature] DEPUTY

TIERRA DEL ESTE SUBDIVISION

CITY OF ALBUQUERQUE

BERNALILLO COUNTY, NEW MEXICO

SITUATE WITHIN

SECTION 14

TOWNSHIP 10 NORTH, RANGE 4 EAST

BEING A REPLAT

OF

VILLA SANDIA SUBDIVISION

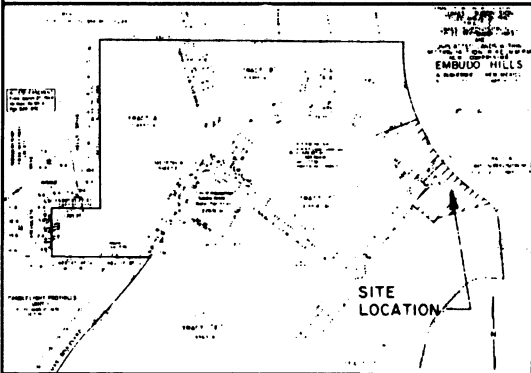
JULY, 1987

LEGAL DESCRIPTION

A Tract of land situate within Section 14, Township 10 North, Range 4 East, New Mexico Principal Meridian, being ALL OF VILLA SANDIA SUBDIVISION, Albuquerque, New Mexico as the same is shown and designated on said plat filed in office of the County Clerk of Bernalillo County, New Mexico on June 22, 1986, (Vol. 430, Folio 152), now comprising TIERRA DEL ESTE SUBDIVISION and being more particularly described as follows:

Beginning at a point being the intersection of the Southeastery R/W line of Villa Sandia Rd., N.E., and the Northerly boundary of VISTA DEL MUNDO, Block 1, from whence A.C.S. brass cap Sta. "DANNY" bears S 27°45'11" W, 318.13 feet;

Thence along the Southeastery R/W line of Villa Sandia Rd., N.E., N 72°41'00" E, 182.15 feet; thence N 65°41'00" W, 101.00 feet; thence N 41.88 feet along a curve to the right whose radius is 25.00 feet and whose chord bears S 42°21'22" W, 16.17 feet through a central angle of 92°41'15" to a point on the Northwestery R/W line of General Suite Dr., N.E.; thence along said R/W line 157.88 feet along a curve to the right whose radius is 170.13 feet and whose chord bears N 13°43'05" W, 162.21 feet through a central angle of 167°54'14" to the Westerly most corner; thence N 68°03'12" E, 256.18 feet to the Northerly most corner, being a point on the Westerly boundary of L.M.A. SUBDIVISION, Sec. 2, Tract "A"; thence along said boundary 489.19 feet on a curve to the left whose radius is 1274.81 feet and whose chord bears S 13°12'26" E, 439.55 feet through a central angle of 147°17'50"; thence continuing 82.12 feet along a curve to the right whose radius is 160.00 feet and whose chord bears S 82°40'00" E, 81.67 feet through a central angle of 72°48'18" to the Easterly most corner, being a point on the Northerly boundary of VISTA DEL MUNDO, Block 1; thence along said boundary S 66°00'00" W, 471.12 feet; thence continuing S 82°40'00" W, 49.00 feet; thence N 47°12'12" W, 114.3 feet to the beginning corner of the Tract herein described and containing 4.506 acres (134,264 sq. ft.), more or less.



VICINITY MAP

AREA TABLE

TRACT	AREA	TOTAL
1	0.134	4.506
2	0.131	4.506
3	0.130	4.506
4	0.129	4.506
5	0.128	4.506
6	0.127	4.506
7	0.126	4.506
8	0.125	4.506
9	0.124	4.506
10	0.123	4.506
11	0.122	4.506
12	0.121	4.506
13	0.120	4.506
14	0.119	4.506
15	0.118	4.506
16	0.117	4.506
17	0.116	4.506
18	0.115	4.506
19	0.114	4.506
20	0.113	4.506
21	0.112	4.506
22	0.111	4.506
23	0.110	4.506
24	0.109	4.506
25	0.108	4.506
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27	0.106	4.506
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29	0.104	4.506
30	0.103	4.506
31	0.102	4.506
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150	0.000	4.506

Replat Data

SP-87-285

D.R.B. Case Number

87-586

Zone Atlas Number

J-23

Gross Acreage

4.506

Total Number Tracts Created

27

Total Mileage of Streets Created

C.114

Date of Survey

3/8/86

Total Log No.

104-104

CONSENT AND DEDICATION

The above described subdivision is with the free consent of the undersigned owner and said owner does hereby dedicate to the public in fee simple the 0.084 acre parcel (as shown hereon) as drainage R/W, and does hereby dedicate, streets shown hereon together with all easements shown hereon, including the rights of ingress, egress, maintenance and the right to trim interfering trees.

Electrical Power and Communication easements are reserved for overhead distribution lines for pole type utilities and buried distribution lines, conduits, and pipes for underground utilities where shown or indicated, and including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs. Also included are easements for the right to install power and communication service lines along side lot lines.

Additional PUM easements may be required to serve future customers. These easements shall include minimum working space requirements for single and three phase transformers. See Public Service Company of New Mexico (PSCN) Distribution Standard Drawing DS-7-16-2 for details.

OMEGA BUILDERS, INC.

Richard L. Coats, President

State of New Mexico

County of Bernalillo

The foregoing instrument was acknowledged before me this 24th day of July, 1987, by Richard L. Coats, President of Omega Builders, Inc.

Notary Public

APPROVED BY:

[Signature] 08/4/87 Date
 Traffic Engineer, Transportation Department

[Signature] 8-11-87 Date
 Parks and Recreation Department

[Signature] 07/26/87 Date
 City Surveyor, Engineering Division

[Signature] 8-11-87 Date
 Water Resources Department

[Signature] 8-11-87 Date
 Property Management

[Signature] 8-11-87 Date
 Albuquerque Metropolitan Arroyo Flood Control Authority

[Signature] 8-11-87 Date
 City Engineer, Engineering Division

[Signature] 8-11-87 Date
 City Planner, Albuquerque/Bernalillo County Planning Division

[Signature] 7-24-87 Date
 Public Service Company of New Mexico

[Signature] 7-24-87 Date
 Mountain Bell

[Signature] 7-24-87 Date
 Gas Company of New Mexico

I, Daniel L. Morehead, Registered Land Surveyor No. 4311, do hereby certify that this replat was prepared under my supervision, that an actual field survey was performed on March 8, 1986, and that this replat shows all easements, rights, and that this replat meets the minimum requirements of the Albuquerque Subdivision Ordinance and is true and correct to the best of my knowledge and belief.

Daniel L. Morehead
X.M.R.L.S. No. 4311

The foregoing instrument was acknowledged before me this 24th day of July, 1987 by Daniel L. Morehead.

My Commission expires 3-6-91
Notary Public

3/16/91

GREINER ENGINEERING SCIENCES, INC.
 CONSULTING ENGINEERS • SURVEYORS • PLANNERS

2501 Wyoming Blvd., N.E. Albuquerque, New Mexico 87112
 (505) 292-1936

DESIGNED BY KM	FILE NO 0641028
CHECKED BY P.C.	SCALE 1" = 50'
DATE 7-23-87	SHEET NO 1 of 2

TIERRA DEL ESTE SUBDIVISION

96 (1)

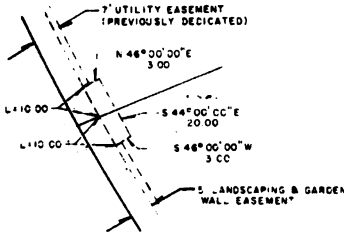
C34-96 (1)

C34-96 0641028

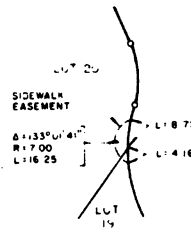
C34-96 (1)

C34-96(2)

96785800



DETAIL "A"
 N.T.S.



DETAIL "B"
 N.T.S.

State of New Mexico
 County of Bernalillo
 This volume was filed for record
 in ASIA 187 C34
 ALL RIGHTS RESERVED
 of records and County Maps
 R.A. & S. Co. Inc.

GENERAL NOTES:

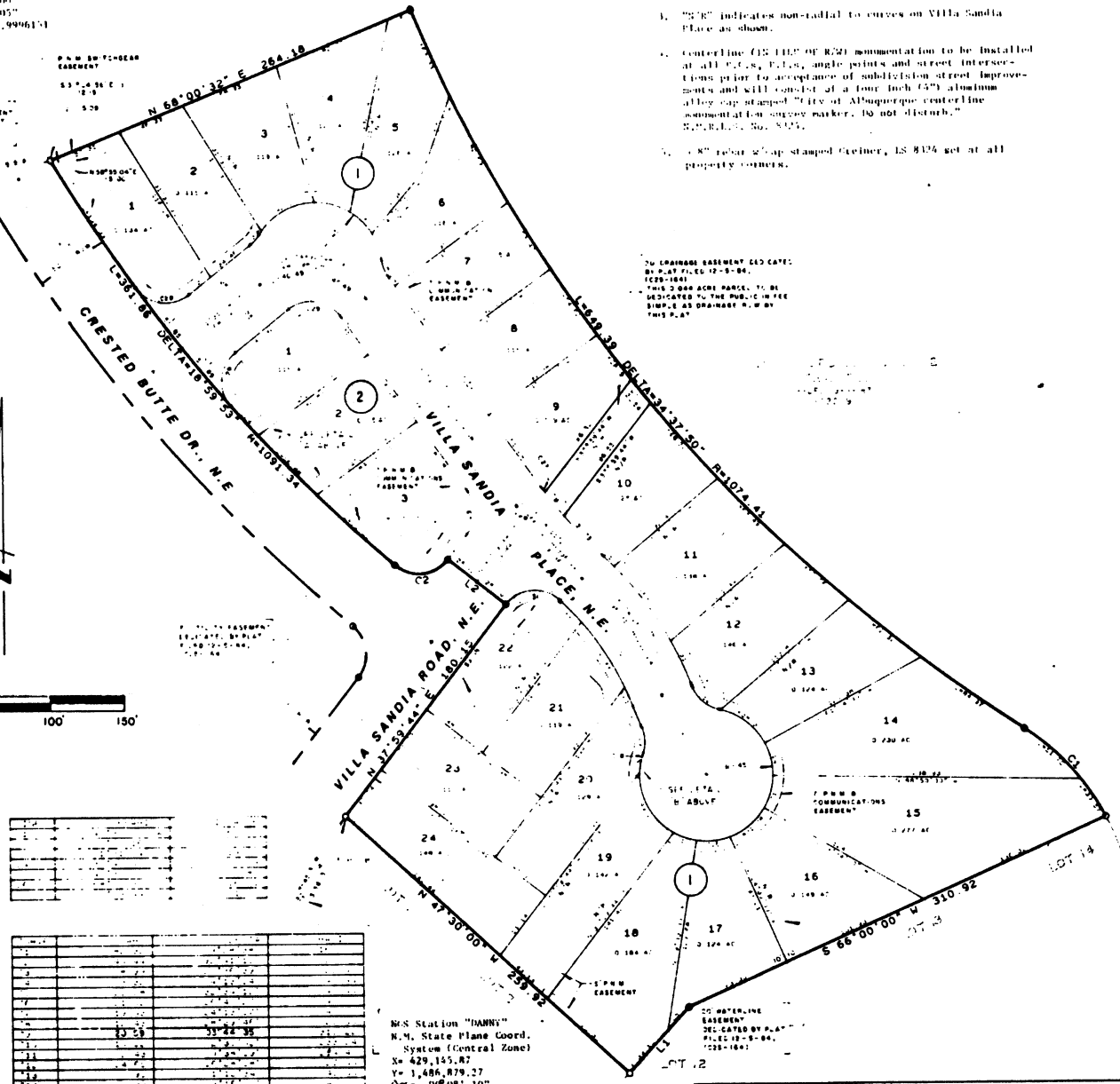
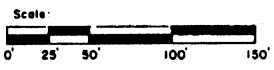
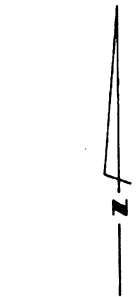
1. Purpose of this replat is to change the name of the Subdivision.
2. Bearing Basis: The recorded plat of VISTA DEL MONTE SUBDIVISION filed Dec. 5, 1984 (Vol. 125, Folio 164). Bearings are grid bearings, distances are ground distances.
3. "R" indicates non-radial to curves on Villa Sandia Place as shown.
4. Centerline (C.S. LINE OF R/W) monumentation to be installed at all P.C.'s, P.T.'s, angle points and street intersections prior to acceptance of subdivision street improvements and shall consist of a four inch (4") aluminum alloy cap stamped "T.I.C. OF ALBUQUERQUE CENTERLINE MONUMENT FOR SINGAPORE WATER, DO NOT DISTURB" with the following data:
 1. 1/2" rebar 24" cap stamped Greiner, IS 8336 set at all property corners.

ANS Station "SIN"
 N.M. State Plane Coord.
 System (Central Zone)
 X = 429,907.35
 Y = 1,489,994.10
 Δ = -10"FOUR" 10"
 G-C Factor = 0.9996151

FILE NO. 12-3-84
 .23-161

P.A.M. 817C-888
 EASEMENT
 S 53°48'34"E 1.28'

"UTILITY EASEMENT"
 SEE LATER BY PLAT
 FILED 12-5-84,
 (C28-164)



20' DRAINAGE EASEMENT SEE LATER BY PLAT FILED 12-5-84, (C28-164). THIS 2000 SQ. FT. PANEL TO BE DEDICATED TO THE PUBLIC IN THE SIMILAR AS DRAINAGE R.W. BY THIS PLAT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
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Lot	Area (Ac)	Area (Sq Ft)	Perimeter (Ft)	Area (Ac)	Area (Sq Ft)	Perimeter (Ft)	Area (Ac)	Area (Sq Ft)	Perimeter (Ft)
1
2
3
4
5
6
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25

N.S. Station "JANNY"
 N.M. State Plane Coord.
 System (Central Zone)
 X = 429,145.82
 Y = 1,486,878.27
 Δ = -10"FOUR" 10"
 G-C Factor = 0.9996151

VISTA DEL MONTE
 RECONVERSION
 BLOCK I
 FILED 12-5-84
 (C28-164)

GREINER ENGINEERING SCIENCES, INC. CONSULTING ENGINEERS • SURVEYORS • PLANNERS 2601 Wyoming Blvd., N.E. Albuquerque, New Mexico 87112 (505) 292-1036			
DRAWN BY DESIGNED BY CHECKED BY APPROVED BY	JPL	SHEET NO. 2 OF 2	FILE NO. 0641028 SCALE 1" = 50' DATE 7-23-87
TIERRA DEL ESTE SUBDIVISION			

96(2)

C34-96(2)

C34-96(2)