

**Diamante Vista I**  
**EXHIBIT 1**  
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**COVENANTS, CODICILS AND RESTRICTIONS**

- f. Loss of water through accident, malicious action, drought, change in water availability, or any other occurrence shall in no way be the responsibility, burden, or encumbrance of the Grantor, his heirs or assigns or of the water cooperative.
- g. The Grantor reserves the right to modify, expand or otherwise change the existing water system and shall not be responsible for its care or maintenance.

**4. GENERAL PROVISIONS**

- a. Maintenance of each lot road shall be the individual responsibility of that lot owner. Roads used by more than one lot owner and considered general access roads shall be maintained in a cooperative effort by those lot owners utilizing those roads.
- b. Road maintenance or any and all liability or responsibility shall **not** be placed on the Grantor, his heirs or assigns.
- c. The Grantor, his heirs or assigns shall have the right to graze livestock on all lots unless lot buyer fences said lot(s) and maintenance of said fences shall be the sole responsibility of lot owner.
- c. No animals may be kept on any lot for any commercial purpose.
- d. All animals must be fenced in, including pets. Dogs and pets must be contained within each lot boundary.
- e. It shall be the responsibility of each lot owner to keep his lot(s) clean and clear of rubbish. Old junk cars, unused equipment, or offensive material are expressly forbidden.
- f. Waste disposal, both solid and liquid, shall be the lot owner's responsibility and in each instance shall conform to state or county requirements and shall be disposed of in approved facilities.
- g. No waste disposal shall occur on lot(s) unless designed to the specifications of, and permitted for waste disposal by, state and local authorities.
- h. During construction temporary sanitary facilities may be used but must be of chemical type or of adequate design to meet all other provisions stated herein.
- j. Any sanitary facility, permanent or temporary, must be placed such that it does not offend or harm any adjoining lot or property.
- k. Grantor reserves all mineral rights.

**INTERPRETATION**

- a. Should there be any legal actions or disputes, any and all shall occur in New Mexico, County of Rio Arriba with the laws of New Mexico as the judicial venue.
- b. These covenants in whole and singularly shall be binding on each lot owner, his heirs and assigns.
- c. Invalidity of any singular or multiple statement or covenant, codicil or restriction by court judgment or court order shall in no way affect any of the other provisions or covenants which will remain in full force and effect.

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J. FRED VIGIL, COUNTY CLERK  
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BY ANDYA

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12/01/04  
12/04/04  
COUNTY OF RIO ARRIBA  
COUNTY CLERK

**Diamante Vista I**  
**EXHIBIT 1**  
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**COVENANTS, CODICILS AND RESTRICTIONS**

**1. LOTS AND USE OF LAND**

- a. Lot(s) may not be subdivided by the buyer (Purchaser, Grantee, lot owner).
- b. Lots shall be used solely for single-family residences.
- c. All natural foliage and site amenities such as rock, trees, and natural terrain shall be preserved to the fullest extent and shall be removed or disturbed only when necessary for home construction.
- d. No hunting or discharge of firearms shall be permitted on any lot.
- e. A 14-foot utility (7 feet from centerline) easement shall be reserved on all lot boundaries.
- f. A 50-foot wide road easement (25 feet from centerline) is reserved for all existing roads that provide access to more than one (1) lot.

**2. BUILDINGS AND DWELLINGS**

- a. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling and no more than two (2) related outbuildings.
- b. Residences shall be a minimum of 1000 square feet of living space and of frame, adobe or similarly durable construction.
- c. No mobile homes shall be allowed or parked on any lot except during home construction when a camping trailer or **temporary** mobile home may be used for up to 6 months if construction is underway.
- d. All buildings shall be of an architectural style so as to harmonize with and add to the natural beauty of the surroundings.

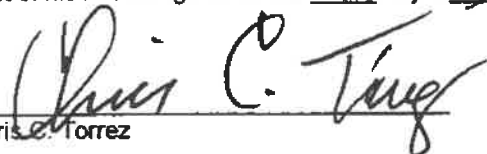
**3. WATER COOPERATIVE**

- a. All lot owners (Grantees) connected to, accessing or planning to access the existing community water system shall automatically become members of a private water cooperative consisting of all other such lot owners. Connection to the system shall be at the expense of the lot owner. A water meter and a shut off shall be required at each connection. The cooperative system shall include all facilities used for the production and distribution of water for more than one lot owner but excluding individual lot owner plant and equipment. Each lot owner as a member of the cooperative shall be equally vested and responsible for the system. The cooperative shall be responsible for all issues relating to the use, water production, repair, and maintenance of the system.
- b. Water quality, quantity, or availability is in no way warranted, guaranteed, represented, or depicted by the Grantor (seller) or the water cooperative.
- c. Water supplied by the cooperative system and facilities used by the cooperative may be used for laundry, bathing, and toilets but not for drinking. The water is not depicted as potable nor are any claims of potability made, it is not warranted or guaranteed for any use.
- d. Use of water for drinking or cooking is prohibited unless lot owner provides adequate filtration, chlorination, or other purification and takes full and complete responsibility for its quality.
- e. Use of water from the water system for irrigation, lawns, gardens, or other related activities is expressly forbidden. Drilling of a water well by each lot owner for such use is permitted but no assurances or claims of success are expressed or implied.

**11. A STATEMENT DISCLOSING THE RESPONSIBILITY FOR MAINTENANCE OF THE ROADS AND OTHER IMPROVEMENTS.**


All lot purchasers or their assignees will be responsible for road maintenance on all private access roads. A roadway/utility access easement 50 feet wide has been reserved as shown on the plat. Private drives are the responsibility of each respective purchaser. The county of Rio Arriba provides maintenance on county Road 349 that dead-ends at the intersection of the subdivision private access road.

IN WITNESS HEREOF, the undersigned has acknowledged that this information is accurate to the best of his knowledge as of this 1 day of DECEMBER, 2004.


  
Chris C. Torrez

STATE OF NEW MEXICO     )  
  )ss.  
COUNTY OF RIO ARRIBA    )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2004 by Chris C. Torrez.

  
Notary Public



RIO ARRIBA  
J. FRED VIGIL, COUNTY CLERK  
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## DISCLOSURE STATEMENT

1. **NAME OF SUBDIVISION:**  
Diamante Vista I
2. **NAME AND ADDRESS OF THE SUB DIVIDER AND OF THE PERSON IN CHARGE OF SALES OR LEASING:**  
Chris C. Torrez  
P.O. Box 58  
Chama, NM 87520
3. **STATEMENT DISCLOSING ENCUMBRANCES ON THE PROPERTY AND HOW THE LOT PURCHASER'S INTEREST IN THE PROPERTY WILL BE PROTECTED IN THE EVENT OF FORECLOSURE OF THE PROPERTY OR DEFAULT BY THE SUB DIVIDER ON ANY OF HIS OBLIGATIONS:**  
There are no encumbrances on the property in this subdivision.
4. **THE MEANS OF WATER DELIVERY:**  
Water delivery will be by private wells to be drilled on each lot created by this division at the expense of the purchaser. The purchaser must apply for a well permit with the NM State Engineers Office. Well logs of nearby properties are attached. See Exhibit A.
5. **THE MEANS FOR LIQUID WASTE DISPOSAL:**  
Liquid waste disposal will be by septic disposal system at the expense of the purchaser and approved by the proper State of New Mexico regulatory authority, currently the EID
6. **THE MEANS FOR SOLID WASTE DISPOSAL:**  
Solid waste disposal is currently provided by the county of Rio Arriba with pickup at County Road 349. The purchaser should contact the county for billing, collection times, and other instructions. The purchasers must at their own expense deliver excessive waste to the appropriate approved landfill.
7. **LOTS LOCATED ON SLOPES IN EXCESS OF EIGHT (8) PERCENT:**  
All lots in this subdivision have areas with slopes exceeding eight (8) percent and all lots have flat areas suitable for building.
8. **LOTS LOCATED WITHIN A FLOOD PLAIN, FLOOD FRINGE, AND FLOODWAY:**  
None of the lots are on a flood plain, flood fringe, or a floodway.
9. **SUITABILITY OF SOILS FOR RESIDENTIAL CONSTRUCTION:**  
Soils have been shown to be suitable for building as per attached Soil Conversation Soil Survey. See Exhibit B.
10. **THE TYPE AND INSTALLATION DATE OF ANY STORM DRAINAGE SYSTEM OR OTHER IMPROVEMENTS:**  
None needed. There is adequate drainage on all lots.

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## AFFIDAVIT

Steve Torrez, the Affiant herein, having been duly sworn of oath states that:

1. Steve Torrez, the Affiant herein, along with Dora Torrez, were the owners of property situate within Section 33, T-32-N, R-1-E, N.M.P.M., Rio Arriba County, New Mexico, known as Diamante Acres.
2. That on October 21, 1987, Steve Torrez, the Affiant herein and Dora Torrez, caused to be filed in Book 164-A, page 232-235, in the Office of the County Clerk, Rio Arriba County, New Mexico, as document entitled "DIAMANTE ACRES SUMMARY OF COVENANTS", copy of said document being attached hereto as EXHIBIT "A".
3. That item 3 of said Summary of Covenants, states in part, "A 50 foot wide road easement is reserved for the existing gravel road".
4. That the intention of the above mentioned road easement, was a nonexclusive access easement dedicated to the use of all current and/or future property owners within the area known as Diamante Acres and adjacent property owned at that time by Steve Torrez, the Affiant herein and Dora Torrez.
5. That said road easement, known as Diamante Loop, begins at the end of Rio Arriba County Road # 349 and is shown on that certain plat of survey, filed in the Office of the County Clerk, Rio Arriba County, New Mexico, on December 31, 2003, in Plat Book C1, page 80, a portion of said plat being attached hereto as EXHIBIT "B".

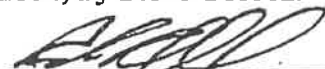
Witness my hand and seal this April 1<sup>st</sup>, 2004.

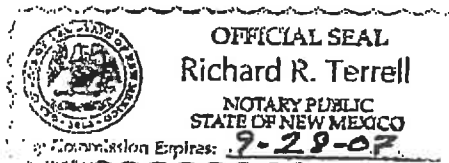
  
Steve Torrez

## ACKNOWLEDGMENT

STATE OF NEW MEXICO:  
COUNTY OF RIO ARRIBA:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2004, by Steve Torrez.

  
Notary Public



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