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0004271

RESTRICTIVE COVENANTS

A DECLARATION OF RESTRICTIVE COVENANTS AND BUILDING RESTRICTIONS UPON THE UNDERSIGNED LOTS SITUATE IN BERNALILLO COUNTY, NEW MEXICO, more particularly described as follows:

~~DEEDS 37653ds~~ Lot 3 of Lands of Chavez, filed May 8, 1987, Vol. C33, Folio 126 and June 19, 1987, Vol. B22, Folio 59; Lot 4-A-1, Lot 4-A-2, Lot 4-A-3 and Lot 4-A-4 of Lands of Chavez/Bilotto (formerly a portion of Lot 4-A of Lands of Chavez, filed on March 17, 1988 in Volume C36, folio 25); Lot 1-A, Lands of Chavez/Bilotto, filed March 17, 1988 in Vol. C36, Folio 25; Lot 2 and Lot 3, Lands of Bilotto, filed July 15, 1987 in Vol. C34, Folio 38;

all of which are situate within Section 36, T. 11 N., R. 5 E., N.M.P.M.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the owners, hereinafter called Grantors, being the owners of said lots or parcels situate in Bernalillo County, New Mexico, hereby establish a general plan for the improvement, development and restrictions hereinafter set forth made for the benefit of each other and every subsequent owner of all or any portion of the land or any interest therein, and shall inure to and bind all subsequent owners thereof. The purpose of the restrictive covenants and plat restrictions is to establish a well-maintained uniformity of purpose in a suburban style of living.

1. **Covenants Duration.** These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the then record owners of a three fourths (3/4) majority of the residential lots hereunder agree by filing amended covenants to change said covenants in whole or in part, subject to the consent of any lienholders, owners under real estate contracts, or mortgages affected thereby.

2. **Validity.** Invalidation of any of these covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect.

3. **Enforcement.** If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations, or restrictions, it shall be lawful for any person or persons owning a lot or parcel to prosecute proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions or stipulations and such violators shall be liable for, indemnify, and reimburse said person or persons owning the lot situated in said subdivision placing said action for attorney fees and expenses incurred in prosecution of such proceedings. However, a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record on said lots.

4. **Easements.** Easements for ingress, egress, installation and maintenance of utilities are reserved as shown on the recorded plat. Within all these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the purpose for which these easements have been reserved.

5. **Architectural Standards.** The style and design of structures shall be such as would fit the southwestern or mountain atmosphere of the area. Wherever possible, heating and air conditioning equipment shall be screened or placed in an inconspicuous

Western Title 37653ds Torbett, Friday

location. All lots or parcels are hereby designated residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling (of not less than 1,500 square feet, and if multilevel, no less than 1,200 square feet on the ground level) and buildings related thereto.

6. **Land Use.** Natural vegetation is to be left undisturbed, where it is practical. Those lot areas where the natural vegetation has been removed must be kept and maintained in a husband-like manner.

7. **Mobile Homes.** No mobile home shall be placed on any lot.

8. **Covered Storage, Barns, Stables and Outbuildings.** All such improvements will be required to maintain faithfulness of design initiated in building of the main residence. No trailer, tent, shack, structure of a temporary character, barn, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. **Setback.** There will be a uniform setback for all buildings in compliance with the applicable zoning ordinance(s).

10. **Sewage Disposal.** The owner of the property may place thereon a septic or other sewage disposal system, provided that such tank or system shall comply in all respects with the requirements of the Department of Health (or equivalent regulatory body) of the State of New Mexico and the applicable regulatory body for the County of Bernalillo.

11. **Subdividing.** No lot may be subdivided into parcels of less than two acres.

12. **Nuisances.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

13. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots clear of trash, rubbish or unsightly materials, and other detracting conditions.

14. **Destruction of Structures.** In the event a structure is destroyed, either wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration, or all remaining structure including the foundation and all remaining debris shall be totally removed from the lot within one-hundred eighty (180) days from said occurrence.

15. **Maintenance, Housing and General Care of Animals.** No animals, including but not limited to livestock, fowl, fish, poultry, exotic animals, and reptiles, shall be kept, bred or maintained for commercial purposes. All livestock must be supplementally fed and properly fenced. Large animals may be kept in compliance with the applicable zoning ordinance(s). No pet or animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. The maintenance of large animals and the physical facilities for the same shall be maintained by the lot owners in a clean, neat, orderly fashion in accordance with the prevailing custom and usage, so that such facilities shall not become a nuisance to the remaining lot owners. Any physical facilities for the maintenance of large animals must be maintained at a minimum distance of fifty feet (50') from the front property line of any said lots.

16. **Commercial Enterprises.** No commercial activity will be permitted on any lot.

17. **Inoperative Vehicles and Other Machinery and Equipment Prohibited.** No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or roadway.

18. **Signs.** No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than four (4) square feet, one sign not more than sixteen (16) square feet advertising the property for sale or rent, or any signs used by the builder to advertise the property during its construction and sales period.

19. **Floodlights.** No floodlights shall be maintained which cause light to shine directly into the residences of other residents.

Kathleen Lebecky 11-2-97
 OWNER(S) DATE
lot # 3 lands of Chavez
 ADDRESS

LEGAL DESCRIPTION

Andrew J. Lebecky 11-2-97
 OWNER(S) DATE
lot 3 lands of Chavez
 ADDRESS

LEGAL DESCRIPTION

0004275

Ruben Nieto
OWNER(S) 11-3-92
DATE

13 Alejandro Rd N.E. 87123
ADDRESS

Lot 3 Lands of Biletto
LEGAL DESCRIPTION

Ramona Nieto
OWNER(S) 11-2-92
DATE

13 Alejandro Rd. 87123
ADDRESS

Lot 3 Lands of Biletto
LEGAL DESCRIPTION

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 2nd day of November, 1992, by Ruben Nieto and Ramona Nieto, Husband and Wife

Devin L. Sanchez
Notary Public

My commission expires:

10/4/95

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this ___ day of _____, 1992, by _____.

Devin L. Sanchez
Notary Public

My commission expires:

10/4/95

0004276

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 1992, by _____.

Notary Public

My commission expires:

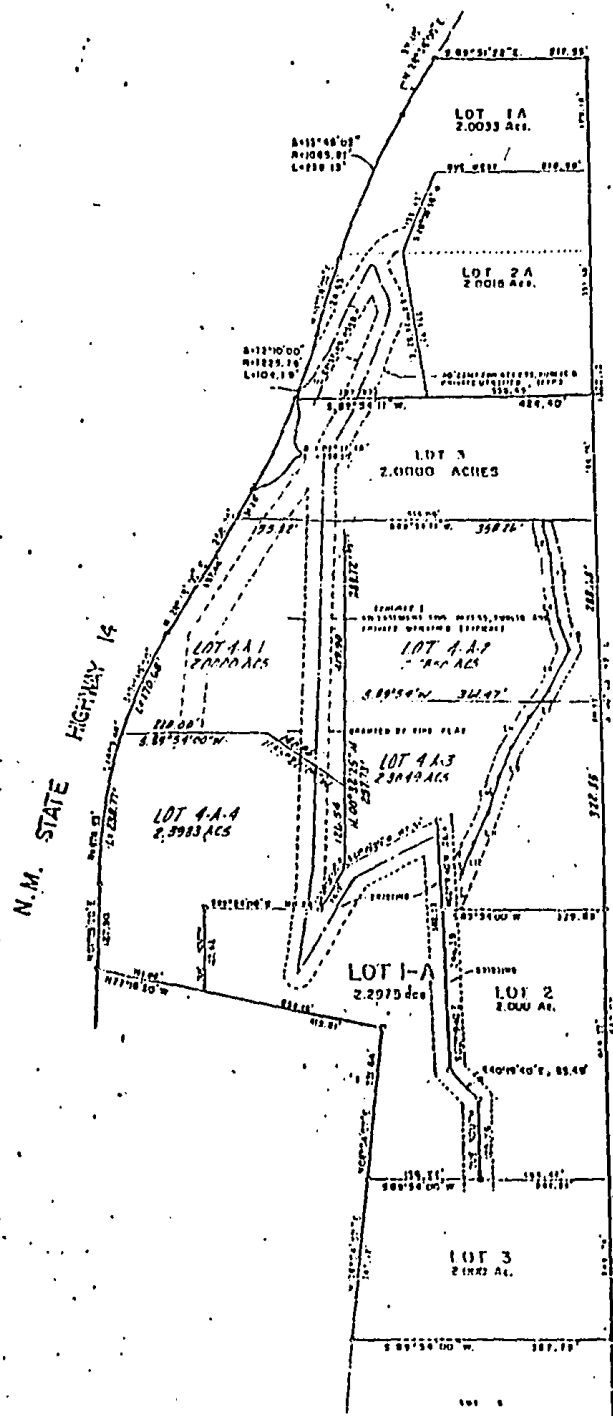
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 1992, by _____.

Notary Public

My commission expires:

0004277



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

92 NOV -5 AM 10: 24

BK BCR 92-24 PG 4271-4277
GLADYS H. DAVIS
CO CLERK & RECORDER

[Signature]
DEPUTY