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RESTRICTIVE COVENANTS REPEALED UNDER
 BLOCKS 111-A, 114-A, 121 and 122, DALE J.
 BELLAMAH'S PRINCESS JEANNE PARK, A REPLAT OF PORTIONS OF RHODES SANDIA
 VISTA ADDITION, TOGETHER WITH ADJACENT UNPLATTED LANDS

The undersigned, DALE BELLAMAH LAND CO., INC., Dale J. Bellamah,
 President, being the owners of a tract of land located in Section 21
 Township 10 North Range 4 East, N.M.P.M., in the City of
Albuquerque, Bernalillo Co., New Mexico, and more particularly
 described as follows:

Lots 20, 21, and 22, Block 111-A;
 Lots 13 through 19, inclusive, Block 114-A;
 Lot 1, Block 121 and
 Lot 1, Block 122

Dale J. Bellamah's Princess Jeanne Park, an Addition to the City of
 Albuquerque, being a replat of portions of Rhodes Sandia Vista Addition,
 together with adjacent unplatted land, hereby declares the following
 Restrictive Covenants shall apply to that portion of said real estate
 hereinbefore described.

1. None of said land shall be subdivided into lots, nor shall any
 dwelling be erected or placed on any lot having a width of less than 60
 feet, at the minimum building set-back line, or an area of less than
6,000 square feet.

2. No lot shall be used except for residential purposes. No build-
 ing shall be erected, altered, placed, or permitted to remain on any lot
 other than one detached single-family dwelling not to exceed two stories
 and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building shall be altered, remodeled or changed until plans for such change, alterations or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in Paragraph 3 hereof.

4. No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet nor less than 750 square feet for a dwelling of more than one story.

5. No building shall be located on any building plot nearer than 25 feet to the front lot line nor more than 35 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the Plat of said Addition.

7. No noxious 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.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be completed within six months from date of commencement.

9. The Architectural Control Committee is composed of Dale J. Bellamah, Jeanne L. Bellamah and E. Price Hampson, all of Albuquerque, New Mexico. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

10. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the

then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. SIGNS. No signs of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

16. No fence or wall except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer the front street than the front setback line.

16-A. On corner lots no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, nor nearer the side street than the property line.

17. MECHANICAL VARIANCE. A two inch (2") tolerance variation is by reason of mechanical variance of construction allowable for minimum distance requirements from interior lot lines.

18. No oil drilling, oil development operations, oil refining, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. PROTECTIVE SCREENING: A protective screening area is established as shown on the recorded plat, which is a 10' strip of land on the residential lots along the rear property lines of all lots which back to the Coronado Freeway. The screen planting in this area shall be maintained throughout its entire length in this subdivision by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structures except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such area.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 18th day of March, 1963.

DALE BELLAMAH LAND CO., INC.

By Dale J. Bellamah
Dale J. Bellamah, President

ATTEST:

By Jeanne L. Bellamah
Jeanne L. Bellamah, Sec.

STATE OF NEW MEXICO) SS:
COUNTY OF BERNALILLO)

On this 18th day of March, 1963, before me personally appeared DALE J. BELLAMAH, to me personally known, who being

by me duly sworn, did say that he is President of DALE BELLAMAH LAND CO., INC., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said DALE J. BELLAMAH acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 9, 1963

State of New Mexico)
County of Bernalillo) SS

This instrument was filed for record on

MAR 21 1963

At 11 o'clock P.m. Recorded in Vol. 555
of records of said County Folio 566

EMMA GONZALES, Clerk & Recorder

[Signature] Deputy Clerk 3-21-63