

RESERVATIONS, RESTRICTIVE COVENANTS AND RESTRICTIONS FOR ALL TRACTS IN SAN PEDRO ESTATES IN SANDOVAL COUNTY, NEW MEXICO, WITH THE EXCEPTION OF LOTS 25, 33, 47, 157 and 60.

WHEREAS, the undersigned desires for the benefit and enjoyment of the owners and of prospective purchasers of said lots to place restrictive covenants and certain restrictions on the use of said lots and as to the use and occupancy thereof and to this end and purpose the following restrictions are hereby imposed, to wit:

I.

USE OF LAND

None of said lands may be improved and used or occupied for other than private residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height and private garages and accessory building, stables and barns as hereinafter described.

No structure of a temporary character, tent, shack, barn, stable, basements, or any other outbuilding shall be used on any lot as a residence, either temporarily or permanently, except that a portion of a garage or an accessory building may be used as living quarters for servants engaged on the premises. No trailer shall be used as a permanent residence on any of the premises and all trailers used as temporary residences must be removed at least once every three months.

Construction of all residence shall be completed within two years from the date of commencement thereof.

No commercial businesses, store, gasoline or service stations, church, hospital, tourist court, boarding house, apartment house or multiple family dwelling, nor any structure for a commercial purpose shall be erected or maintained on said lands.

No more than one residence shall be erected on any lot as shown on the recorded plat; provided, however, that in the event of a conveyance of a portion of a lot or lots then no residence shall be erected or maintained on any lot remaining or so conveyed unless said lot shall contain at least one-half acre.

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STATE OF NEW MEXICO }  
COUNTY OF SANDOVAL } SS  
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STERLING TITLE COMPANY  
CLEARING OFFICE  
D. L. ...

II.

### ARCHITECTURAL CONTROL

No buildings or structures shall be erected, placed, or altered on any lot until plans showing the location of the structure on the lot, the topographic and finish grade elevations, the harmony of materials and exterior design with existing structures, has been approved by the Architectural Control Committee. The use of the term "building" in this paragraph shall specifically include other substantial improvements including, but not limited to, fences, walls, retaining walls and driveway coping exceeding six inches in height whether temporary or permanent in nature and all residences and outhouses and garages which may be built as hereinafter provided.

III.

### ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be composed of three members which shall include: (1) Gerald Spader; (2) Tom E. Ellis; (3) Orville C. McCallister.

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.

IV.

### PROCEDURE

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 forty-five days after plans, specifications and plot plan have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

V.

### MINIMUM AREA OF RESIDENCES

No residence shall be erected on any lot which at the time of construction consists of less than 500 square feet of heated floor space on the ground floor of any structure.

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By floor space, as that term is used above, is meant the floor area of the residence structure only, exclusive of porches, covered or uncovered basements, or attics, floor area of outbuildings, and garages or other similar buildings even though attached to the main building.

VI.

SETBACK REQUIREMENTS

No residence or garage shall be constructed, erected or maintained on any of said lots nearer than thirty feet to an adjoining lot in said subdivision. All residences must be set back at least fifty feet from any street right-of-way of said subdivision. No outbuildings, stables, barns, structures, or improvements of any other character (fences, walls, hedges, bushes and trees excluded) shall be erected and maintained on said lots nearer than fifty feet from an adjoining street, nor nearer than thirty feet to an adjoining lot in said subdivision except by mutual agreement in writing with adjoining lot owners.

No barns, stables, or other outbuildings or structures exclusive of garages and residences shall be built any closer than one hundred feet from residences on adjoining lots.

VII.

PUBLIC UTILITIES

No building or other permanent structure shall be erected or maintained over any easement as shown or described on the plat of this addition reserved for the purpose of construction, maintaining or supplying public utilities to said addition.

VIII.

LANDSCAPING AND AGRICULTURAL USES

No trees, shrubs, or other natural foliage shall be removed from any of the lots except that which is necessary for the construction of improvements located thereon. The natural foliage located upon the addition lots shall be retained and no landscaping shall be placed on any of the lots except that which is consistent with the natural foliage located on the lots. All weeds, loose materials, trash and rubbish of all kinds shall be removed from the lots and the owner shall do things necessary and desirable in order to keep the properties clean and in good order.

No animals of any nature can be raised for commercial purposes. No cattle, horses, chickens, hogs, pigs, sheep or goats or other agricultural animals shall ever be raised or kept on any lot in the subdivision.

Owners shall maintain the lots in such a way that the adjoining lot owners shall not be offended and shall keep the premises free from obnoxious odors and fumes, noise and other nuisances.

IX.

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

The construction and maintenance of billboards or sale signs, poster boards or advertising structures of any kind on a part of any lot is prohibited.

No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the subdivision.

Plans, specifications and location of all walls and fences must be approved by the Architectural Control Committee prior to construction.

X.

TERM OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all purchasers of all lots described on the plat of said subdivision, or any part thereof, and all persons claiming under or through such purchasers, their heirs, executors, administrators, successors and assigns. If any purchasers or purchaser, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall then be lawful for any other person or persons owning any real property situated in said residential lots, or for any member of the Architectural Control Committee or their designated representative, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and to either prevent such violation or to recover damages or to obtain any other relief allowed by law or equity for such violations.

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

All of the restrictions and covenants set forth herein shall be binding upon the owners and their successors and assigns and all persons claiming by, through or under them, for a period of thirty years from the date of the filing of this instrument in the office of the County Clerk of Sandoval County, New Mexico, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote the majority of the owners of the lots agree to change said covenants in whole or in part. Provided, however, that during the initial thirty-year period the owners of the fee simple title of seventy-five percent of the acres shown on the recorded plat may at any time and from time to time release all of the lots hereby restricted from any one or more or all of said

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restrictions and covenants and may release any lot shown on said plat from any of said restrictions and covenants or may modify, change or amend these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments.

American Recreational Properties, Inc.

S. Orville C. McCallister

STATE OF NEW MEXICO )  
                                  )SS:  
COUNTY OF BERNALILLO)

The foregoing was acknowledged before me this 8th day of November, 1971, by Orville C. McCallister, Secretary of American Recreational Properties, Inc., a New Mexico corporation, on behalf of said corporation.

Anne R. Peters  
Notary Public



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