

PROTECTIVE COVENANTS  
IMPOSED UPON  
LAS TERRAZAS PHASE I SUBDIVISION  
ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

These covenants are being re-recorded to include only Phase I.

That the undersigned, H-10 PARTNERSHIP, LTD., a New Mexico limited partnership, being the owner of a tract of land located in the City of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

Lots numbered One (1) through Fifteen (15) Block One (1); One (1) through Seventy Two (72) Block Two (2); One (1) through Seven (7), Twenty Seven (27) and Twenty Eight (28) Block Three (3) all of LAS TERRAZAS PHASE I SUBDIVISION, an addition to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico on October 14, 1993.

hereby makes the following Declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above-described lots may be put; hereby specifying that said Declarations shall constitute Covenants to run with said land, and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above-described land for purposes other than residences, or to impose Restrictive Covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one

(1) single-family detached dwelling. Each dwelling unit shall have an attached private garage for no fewer than two (2) nor more than three (3) cars. All lots within the subdivision shall comply with all the requirements imposed by the City of Albuquerque for RLT zoning standards. All lots within the subdivision shall not exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the ordinances of the City of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish written requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the City of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. The minimum building setback shall be not less than (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the City of Albuquerque, or as permitted by Special Exceptions to the Comprehensive City Zoning Code. Any lot owner proposing to build improvements on his lot must obtain approval from the City of Albuquerque for the proposed plan for compliance with all applicable ordinances in effect at that time regarding building height and front and side yard setbacks. For the purpose of this paragraph eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall not be less than 1,100 square feet. In the case of residences of more than one story, not less than 600 square feet shall be on the ground floor. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, block wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate two (2) full-sized automobiles, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes are permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, satellite dish, or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America or the State of New Mexico, or the ordinances of the City of Albuquerque or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicle be permitted to be parked permanently on any street within LAS

TERRAZAS PHASE I SUBDIVISION. No vehicle of any type may be repaired on any lot except while parked in a closed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and right-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. BLOCK WALLS:

Block shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto, and in addition:

- a.) No block wall, except necessary retaining block walls of minimum height, or architectural block walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front of the building.
- b.) On corner lots, no side street block wall, except retaining block walls of minimum height, or architectural block walls approved with the original construction shall be erected or allowed to remain nearer to the side street than the setback permitted by the City of Albuquerque Zoning regulations.
- c.) Side-yard and rear-yard block walls are required, and shall not be less than four feet (4') in height above finished grade at the property line. All side-yard and rear-yard ██████████ shall be constructed on the property lines. Block Walls
- d.) There shall be constructed and maintained a minimum six foot (6') high perimeter block wall measured from finish grade at the property line along the lot line abutting the easterly right-of-way line of Golf Course Road, N.W., this block wall shall be constructed by the developer of LAS TERRAZAS PHASE I SUBDIVISION.
- e.) There shall be constructed and maintained a minimum six foot (6') high perimeter block wall measured from finish grade at the property line along the southerly right-of-way line of Paseo Del Norte, NW, this block wall shall be constructed by the developer of LAS TERRAZAS PHASE I SUBDIVISION.
- f.) There shall be constructed and maintained a minimum five foot (5') high perimeter block wall measured from finished grade at the property line along the lot line abutting the westerly right-of-way line of Rancho Sereno Road, NW, and the northerly

right-of-way line of Las Terrazas Street, NW. This block wall shall be constructed by the builder who purchases the lots referred to in this subparagraph.

- g.) The owners of lots upon which a perimeter block wall may be located shall not remove this block wall, and shall be responsible for maintaining the block wall in an attractive and safe manner for that portion of the block wall located on the lot owner's property.
- h.) All block walls must be approved by the Architectural Control Committee.

12. RETAINING BLOCK WALLS:

Retaining block walls shall be party block walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other.

13. SIGHT TRIANGLE AT INTERSECTIONS:

No block wall, hedge or shrub planting which obstructs sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in LAS TERRAZAS PHASE I SUBDIVISION shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, as in the case of rounded property corners, from the intersection of the street right-of-way lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ACCESS:

No individual lots shall be allowed access to Golf Course Road, Paseo Del Norte Boulevard, Las Terrazas Street or Rancho Serano Road.

15. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 19 hereof. Signs reasonable necessary for subdivision identification and direction may be constructed by Sandia Joint Venture or its successors in interest.

16. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl, fish or reptile of any kind may be kept, bred or maintained for any commercial purpose.

17. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ materially from the approved grading plan; and in no case shall the drainage characteristics be modified in such a way as to cause damage to adjacent properties.

18. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping the lots cleared and free of all weeds, trash and other detracting conditions.

19. TREES:

Each lot owner whose property backs up to either Paseo Del Norte Boulevard, NW or Golf Course Road, NW shall comply in all respects with the Albuquerque Street Tree Ordinance, 8-5-1, City of Albuquerque Revised Ordinances (1974) as said ordinance exists as of the date of these Protective Covenants are filed for record (herein the "Street Tree Ordinance"). Each lot owner shall submit a street tree plan as required by the Street Tree Ordinance, shall plant, trim and maintain trees as required thereby and shall replace dead trees as required thereby. This covenant may be enforced in accordance with Paragraph 22 hereof.

20. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of Tony Sciarrillo and Cleve Matthews of Sandia Joint Venture. Upon death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this Covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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 ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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.

Each individual member of the Architectural Control Committee employed by or associated with H-10 Partnership, Ltd. shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with H-10 Partnership, Ltd., and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date H-10 Partnership, Ltd. conveys title (legal or equitable) to its last remaining residential lot affected by these Restrictions.

H-10 Partnership, Ltd. shall endeavor to give notice of such resignations by recording in the county record in which these Restrictions are filed, a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last parcel, as specified above; however, failure to give such notice shall not extend the terms of any member of the Committee, nor shall H-10 Partnership, Ltd. be liable therefor.

In the event no member remains on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five (5) persons may be selected as members of the Committee. Each lot owner shall have one (1) vote, and the five (5) persons receiving the most votes shall be selected as members of the Committee.

#### 21. DURATION OF COVENANTS:

These Protective Covenants and Reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded; after which time said Covenants shall be automatically extended for successive periods of ten (10) years

unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to terminate said Covenants.

22. ENFORCEMENT:

Enforcement to restrain violation of these Covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity for damages or for injunction or both against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner and owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any Covenant through legal proceedings.

23. SEVERABILITY:

Invalidation of any one of these Covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 19 hereof, H-10 Partnership, Ltd. shall have the authority to unilaterally change, amend or modify these Covenants; provided such change, modification or amendment does not materially change the character or quality of the lots subject to these Covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these Restrictions, Covenants and Reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with the owner(s) of each lot being entitled to one (1) vote.

H-10 Partnership, Ltd. hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants (i.e.) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these Covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to H-10 Partnership, Ltd. to make or covenant to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the



reservation of the power of H-10 Partnership, Ltd. to make, execute and record Special Amendments. No Special Amendment made by H-10 Partnership, Ltd. shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

25. EFFECTIVE DATE:

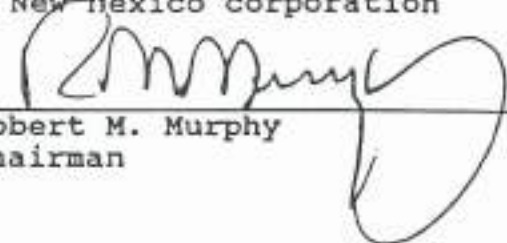
These Restrictions, Covenants and Reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 27<sup>th</sup> day of October, 1993.

H-10 PARTNERSHIP, LTD.  
a New Mexico limited partnership

By: Sandia Joint Venture,  
a New Mexico general partnership

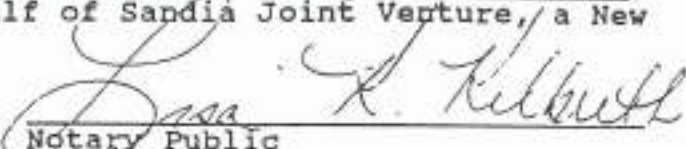
By: Sandia Peak Tram Company,  
a New Mexico corporation

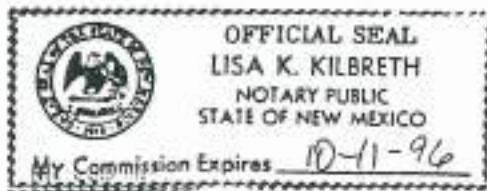
By:   
Robert M. Murphy  
Chairman

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

This instrument was acknowledged before me on October 27, 1993, by Robert M. Murphy on behalf of Sandia Joint Venture, a New Mexico general partnership.

My commission expires:

  
Notary Public



STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD  
93 OCT 27 AM 11:09  
93-30 2685-269  
JUSTICE WOODWARD  
COUNTY CLERK & RECORDER  
