

08789647

PROTECTIVE COVENANTS
IMPOSED UPON

447

PEPPERTREE SUBDIVISION, UNIT TWO
ALBUQUERQUE, NEW MEXICO

~~08785391~~

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The undersigned, INMAN HOMES, INC., a New Mexico corporation, being the owner of a tract of land located in the City of Albuquerque, New Mexico, more particularly described as follows:

- Lots 19 through 30, Block 3: Phase I,
- Lots 11 through 30, Block 8: Phase I,
- Lots 1 through 12, Block 10: Phase I,
- Lots 20, 21, & 34, Block 9: Phase I,
- Lots 7 through 13, 17 & 18, Block 3: Phase II,
- Lots 3 through 19, 22 through 33, Block 9, Phase II
- Lots 13 through 32, Block 10: Phase II, and PHASE II now known as Tr. B-1-B-2
- Lots 12 through 14, Block 2: Phase II, / of PEPPERTREE

SUBDIVISION, UNIT TWO as shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 17th day of September, 1985.

hereby makes the following declarations as to the limitations, restrictions 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.
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 detached, single-family residential dwelling with an attached private garage for no fewer than two, nor more than three cars. No portion of any building shall exceed twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size.
3. TEMPORARY USES:
Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during

"These Protective Covenants are being re-recorded to correct plat date."

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the construction and sales period. All temporary uses as defined herein must have the prior approval of the Architectural Control Committee, which shall establish the requirements therefor.

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4. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, out-building, 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 has 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 one full-sized automobile, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes will be permitted.

5. ANTENNAE:

No antennae (amateur radio, citizen's band radio, 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.

6. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 1,800 square feet. In the case of residences of more than one story, not less than 1,000 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall determine what constitutes ground floor area as distinguished from basement or non-ground floor areas.

7. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the City of Albuquerque Comprehensive City Zoning Code, Subdivision Regulations, or any other public ordinance which might pertain to building construction and/or location. Minimum building setback shall be not less than 20 feet from the front property line. Minimum building set-

back shall be not less than 5 feet from either side property line. For the purposes of these covenants 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.

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8. UTILITY EASEMENTS AND RIGHTS-OF-WAY:

Easements and rights-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.

9. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America, the State of New Mexico, or the ordinances of the city of Albuquerque, 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.

10. 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.

11. 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 approval of the Architectural Control Committee as provided in Paragraph 14 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Inman Homes, Inc. or its successors in interest.

12. 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 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 vehicles be permitted to be parked permanently on any street within PEPPERTREE SUBDIVISION. No boat of any kind may be stored on any lot except while parked in a closed garage, or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

13. MAINTENANCE OF LOTS:
Owners of vacant lots and owners of residence will be responsible for keeping their lots cleared of all weeds, trash, or other detracting condition.

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14. ARCHITECTURAL:

The Architectural Control Committee is composed of Christopher C. Inman and Margie E. Inman (or their representatives), Betty M. Lewis, James S. Kirkpatrick and Kevin L. Dunn. Upon the 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 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 Inman Homes, Inc. shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Inman Homes, Inc., 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 Inman Homes, Inc. conveys title (legal or equitable) to its last remaining residential lot affected by the restrictions.

Inman Homes, Inc. 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 term of any member of the Committee, nor shall Inman Homes, Inc. be liable therefor.

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In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the 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 persons may be selected as members of the Committee. Each lot owner shall have one vote, and the five persons receiving the most votes shall be selected as members of the Committee.

15. ACCESS:

There shall be no vehicular access to the adjacent lots from Spain Road, N.E. and Lowell Street, N.E.

16. 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 has been recorded, agreeing to terminate said covenants or amend the same in whole or in part.

17. ENFORCEMENT:

Enforcement to restrain violation or to recover damages shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any part of such land 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.

18. 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.

19. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto; and in action, no fence or wall shall be erected closer to the front property line than the front of the building, except necessary retaining walls of minimum height.

Perimeter walls along Spain and Lowell, side yard and rear yard fences are required. All walls and all fences constructed pursuant to this paragraph shall be of the height and material as approved by the Architectural Control Committee.

20. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property 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 property 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.

21. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ significantly from the approved drainage plan. If the existing drainage characteristics must be modified, under no case shall they be modified in such a way as to cause damage to adjacent properties.

22. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 14 hereof, Inman Homes, Inc. 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 vote.

23. 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 31st day of July, 19 453
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INMAN HOMES, INC.
a New Mexico Corporation

By: Christopher C. Inman
Christopher C. Inman
President

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

The foregoing instrument was acknowledged before me this 31st
day of July, 19 453, by Christopher C. Inman, President of
Inman Homes, Inc., a New Mexico corporation, on behalf of said
corporation.

Lora Van Rensselaer
Notary Public

My Commission Expires:
2-21-90

Margorie F. Porter
Margorie F. Porter

John L. Porter
John L. Porter

Shui King Rodgers
Shui King

Murray S. Rodgers
Murray S. Rodgers

Louise O. Haverland
Louise O. Haverland

John B. Haverland
John B. Haverland

Sylvia M. Tobin
Sylvia M. Tobin

Michael R. Tobin
Michael R. Tobin

Robert J. Freese
Robert J. Freese

Margaret K. Cook
Margaret K. Cook

Donald L. Cook
Donald L. Cook

Rebecca Thompson
Rebecca Thompson

Douglas J. Thompson
Douglas J. Thompson

Patricia Arredondo

Patricia Arredondo

David Arredondo

David Arredondo

Cynthia C. Pitcher

Cynthia C. Pitcher

Robert F. Pitcher

Robert F. Pitcher

Heyam Kassicieh

Heyam Kassicieh

S. Kassicieh

Suleiman Kassicieh

Sharon Eisberg

Sharon Eisberg

George Eisberg

George Eisberg

Nadine S. Bertoglio

Nadine S. Bertoglio

Antone L. Bertoglio

Antone L. Bertoglio

Teresa Kelly

Teresa Kelly

Timothy M. Kelly

Timothy M. Kelly

Claudia A. Anixter
Claudia A. Anixter

Greg Anixter
Greg Anixter

Gail Cousens
Gail Cousens

James Cousens
James Cousens

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by MARJORIE
F. PORTER and JOHN L. PORTER, husband and wife.

Lora Van Renselaar
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by SHUI KING
and MURRAY S. RODGERS, husband and wife.

Lora Van Renselaar
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by LOUISE O.
HAVERLAND and JOHN B. HAVERLAND, husband and wife.

Lora Van Renselaar
Notary Public

My commission expires:
2-21-90

~~752~~

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by SYLVIA M.
TOBIN and MICHAEL R. TOBIN, husband and wife.

Lara Van Rensselaer
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by ROBERT J.
FREESE.

Lara Van Rensselaer
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by MARGARET
K. COOK and DONALD L. COOK.

Lara Van Rensselaer
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by REBECCA THOMPSON and DOUGLAS J. THOMPSON, husband and wife.

Lora Van Senalear
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by PATRICIA ARREDONDO and DAVID ARREDONDO, husband and wife.

Lora Van Senalear
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by CYNTHIA C. FITCHER AND ROBERT F. FITCHER, husband and wife.

Lora Van Senalear
Notary Public

My commission expires:
2-21-90

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~~753~~

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by REBECCA THOMPSON and DOUGLAS J. THOMPSON, husband and wife.

Lora Van Senelaar
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by PATRICIA ARREDONDO and DAVID ARREDONDO, husband and wife.

Lora Van Senelaar
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by CYNTHIA C. PITCHER AND ROBERT F. PITCHER, husband and wife.

Lora Van Senelaar
Notary Public

My commission expires:
2-21-90

~~754~~

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by HEYAM
KASSICIEH and SULEIMAN KASSICIEH, husband and wife.

Lora Van Senocean
Notary Public

My commission expires:

2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by SHARON
EISBERG and GEORGE EISBERG, husband and wife.

Lora Van Senocean
Notary Public

My commission expires:

2-21-90

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

The foregoing instrument was duly acknowledged before me
this 1st day of August, 1987, by NADINE S.
BERTOGLIO and ANTONE L. BERTOGLIO, husband and wife.

Lora Van Senocean
Notary Public

My commission expires:

2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by TERESA KELLY and TIMOTHY M. KELLY, husband and wife.

Lora Van Senesleer
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by CLAUDIA A. ANIXTER and GREG ANIXTER, husband and wife.

Lora Van Senesleer
Notary Public

My commission expires:
2-21-90

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

The foregoing instrument was duly acknowledged before me this 1st day of August, 1987, by GAIL COUSENS and JAMES COUSENS, husband and wife.

Lora Van Senesleer
Notary Public

My commission expires:
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)
2-21-90 FILED FOR RECORD

1987 AUG 26 PM 1:13
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Page 15
GLADYS M. DAVIS
CO CLERK & RECORDER
DEPUTY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)
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CO CLERK & RECORDER
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