## PROTECTIVE COVENANTS

### FOR

## SANDIA HILLS

Chama Development Corporation, a New Mexico corporation (hereinafter "DEVELOPER"), is the owner of property located in the City of Albuquerque, County of Bernalillo, State of New Mexico, described as follows:

Lots 1 through 47 of SANDIA HILLS, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on the 28th day of January , 1993, as Document No. 93008985 (also hereinafter referred to as the "Subdivision," or as "lots," or individually as a "lot").

Developer does hereby certify and declare that it has established, and does hereby establish a general plan for the improvement, development, ownership, use and sale of the Subdivision, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said property shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth the Subdivision shall be used, improved, occupied, sold and conveyed, subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all portions thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every portion of the Subdivision as a servitude in favor of each and every other portion thereof, as the dominant tenements, as follows:

- 1. LOT USE. No building, except a single-family residential dwelling (hereinafter sometimes called "dwelling") and a private garage for no less then two (2) nor more than three (3) cars for use in connection with such dwelling, shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single-family dwelling. No lot shall be further subdivided, but any two or more lots may be combined to produce one building site. No building shall be built closer than twenty feet (20') to the front lot line without the consent of the Architectural Control Committee, nor closer to the rear or side lot lines than allowed by City ordinance or as designated on the plat of the Subdivision.
- 2. <u>DWELLING SIZE: MATERIALS: APPROVALS</u>. No dwelling shall be erected upon any lot unless such dwelling contains a minimum of

one thousand five hundred (1,500) square feet of enclosed, heated living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas and garages. All buildings shall be of brick or insulated frame stucco construction or insulated frame construction with materials approved by the Architectural Control Committee (as established by these Covenants, also sometimes called the "Committee"), or any other material acceptable to same, and all roofs shall be of clay or concrete tile or wood shakes or wood shingles, provided the materials are of premium grade, and specifically approved by the Committee as to color and quality. All exterior colors shall be approved by the Committee. Built up or "flat" roofs will be allowed, so long as parapets obscure their view from ground level. No more than one dwelling shall be built on any one lot, and no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed or maintained on said lot. Provided however, the garage appurtenant to any dwelling may be detached, if approved by the Committee.

- 3. <u>DRAINAGE</u>. No alteration of the drainage of any lot as originally implemented by Developer shall be made. Anyone altering the drainage shall be absolutely liable for damages caused to any other owner or to Developer as a result of such alteration.
- PARKING. No vehicle which is not in operating condition shall be parked or left anywhere on any lot other than inside a garage, except for emergency repairs. The parking, placing or maintaining of boats, trailers, horse trailers, mobile homes, campers, motorhomes or other such vehicles on any lot, or on any street adjacent to a lot, other than in a garage or other part of the lot completely screened from view of other lets and streets by the house or a solid wall, is prohibited, except for such temporary periods, not to exceed forty-eight (48) hours, as may occasionally arise when preparation for use or maintenance after use requires a brief exception to be made. A garage shall be used for vehicle parking and storage purposes only and shall not be converted for any other use, including as a living area or recreational area. Parking of any vehicle on a lot is prohibited except in the garage or other completely screened area as provided above, or on the driveway appurtenant to the residence.
- 5. <u>BUSINESSES</u>. No hospital, sanitarium or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon, or other place of entertainment, shall be erected or permitted upon any lot, and no other trade, business or commercial activity of any kind or character whatsoever except as permitted by City ordinance as currently in effect for the R-1 zone shall be conducted in or from any lot.

- 6. ANIMALS. No swine, horses, cows, or other livestock, and no pigeons, chickens, ducks, turkeys, or other poultry, shall ever be kept upon said lots. Dogs, cats or other ordinary household pets may be kept, provided they are confined to their owner's lot or on a leash held by a person capable of controlling the animal and not permitted to run free, and further provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Each pet's owner shall be responsible for clean-up and regular removal of pet litter, to prevent its becoming a nuisance.
- WALLS: FENCES. No wire, pipe or wooden fences will be permitted. Except as approved by the Architectural Control Committee, no solid wall, fence, hedge, or other improvements shall be erected or maintained nearer to the front property line of a lot than the walls, attached open porch or balcony of the dwelling erected on said lot. Except as approved by the Architectural Control Committee, no side or rear wall, fence or hedge other than the wall of a building constructed on said lots, shall be less than five feet (5') in height nor more than six feet (6') measured from the developer-graded ground elevation to the highest point of the fence or the fence posts, wall or wall posts or the hedge. The walls on lot lines on the perimeter of the Subdivision installed by Developer or the original residence builder shall be maintained in their original condition and color and shall not be allowed to deteriorate. Subject to the provisions of the foregoing sentence, all wing walls, lead walls and other walls facing on a street shall be finished with the same texture and color as the residence. Except as approved by the Architectural Control Committee, any wall or fence must have a uniform appearance on both sides of the fence or wall. Block walls constructed by an owner on the lot must be the color of existing walls.
- 8. ACCESSORY BUILDINGS. No prefabricated building nor any auxiliary structure of any nature whatsoever, permanent or temporary, attached or detached from a dwelling, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however, that during initial construction and sale of residences in the Subdivision, a temporary office, tool shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by the building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed upon completion of construction or of selling of dwellings, whichever later occurs.
- 9. <u>CLOTHESLINES: BASKETBALL GOALS: STORAGE: RUBBISH.</u> No outdoor clotheslines shall be permitted. No basketball goals shall be permitted except with the prior approval of the Architectural Control Committee, and in no case may a basketball goal be mounted on the roof of a residence or on any wooden post(s). All equipment, service yards, wood piles, or storage

piles (except those of the original builder on the lot) shall be kept screened by a solid wall, a solid fence, or a hedge so as to conceal them from view of neighboring lots, streets or park areas. All rubbish, trash or garbage shall be regularly removed at least once a week from each lot and shall not be allowed to accumulate thereon, and shall not be burned. All trash receptacles shall be kept in enclosed areas and not exposed to public view, except when placed at curbside on the day of scheduled trash collection.

- 10. LANDSCAPING. The owner must landscape the front yard within nine (9) months from conveyance of the lot from Developer to the builder or other owner. All landscaping must be regularly maintained, i.e., sufficient watering, mowing, weed removal and pruning of all plants to maintain a healthy, neat and attractive condition. Owners will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting conditions.
- 11. ANTENNAS. No antenna or other device for the transmission or reception of television or radio signals or any other non-visible form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except that a simple color television and radio antenna or a small satellite-TV dish antenna may be used if it is concealed behind the roof line parapet of a residence.
- 12. SIGNS AND NUISANCES. No advertising signs (except one of not more than three (3) square feet "For Rent" or "For "Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot or street in the Subdivision. Any graffiti shall be removed by the owner of the affected area (e.g. wall or sidewalk) within seven (7) days after the graffiti appears.
- 13. PROMOTIONAL ADVERTISING, CONSTRUCTION AND SALE ACTIVITIES. These restrictions shall not prohibit Developer (or one or more home builders with Developer's written consent) from constructing, placing and maintaining one or more promotional signs and/or a sales model park within the Subdivision to aid and promote the sale of lots in this and other subdivisions, provided that any sales model park shall terminate and be converted into regular lots when all other lots in the Subdivision have been sold. These restrictions shall not restrict the business activities, signs, billboards, or the construction or maintenance of buildings, if any, of Developer or of any home builder, its agents or designees, during the construction and sale period.
- 14. OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or

might disturb the peace, comfort, or serenity of any occupants of the Subdivision. Dogs and other pets shall be restrained from any uncontrolled barking or other disturbing noises by their respective owners. No unshaded flood lights or other outdoor lights may be maintained which cause light to shine directly into the residence on any other lot.

- 15. <u>ADDITIONS</u>. Any addition to the dwelling unit must be of like material, color and craftsmanship as the dwelling originally constructed. No addition may be constructed without the prior written approval of the Architectural Control Committee.
- 16. AIR CONDITIONING: SOLAR UNITS. Air conditioners or evaporative coolers may not be installed on the roof, in any window or in any exterior wall of any residence, but shall only be installed on a ground-level pad and shielded from view from any neighboring Lot or street by a fence or wall. No solar unit for heating or cooling or other purpose shall be erected, constructed, installed or maintained on any lot if it is visible from the front of the lot or from the intersecting street side if it is on a corner lot. However, a solar unit may be erected, constructed, installed or maintained on the rear of the house if it consists of flat plate collectors lying flush with the roof surface and protruding therefrom no more than six inches (6") or the solar unit is boxed in by a solid wall covered with roofing material to match the color and texture of the existing roof.
- 17. EXTERIOR. The exterior color of each dwelling shall be harmonious with the colors of surrounding residences, and shall be subject to the prior approval of the Architectural Control Committee. Any trim shall be painted in either a shade of white or a lighter or darker shade of the same color as the primary material (stucco or brick), all as approved by the Architectural Control Committee. All trim on any residence shall be painted one color. All exterior materials and colors of roof, walls and trim of each residence must be maintained as originally applied by the building contractor, unless a change is approved by the Architectural Control Committee.

## 18. ARCHITECTURAL CONTROL COMMITTEE.

A. The Architectural Control Committee is composed of three (3) members to be named in recorded addenda hereto from time to time by the Developer. The Committee may designate a representative to review submittals and recommend decisions hereunder. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor on a temporary basis until the Developer (or lot owners, as hereinafter provided) name a new regular member. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Protective Covenants, nor shall they

have any liability to any lot owner or other person for any decision or other matter related to their duties and powers hereunder. The Developer's power to appoint all members of this Committee shall continue until December 31, 1997, or until Developer renounces such power in a recorded addendum hereto, whichever sooner occurs. Thereafter the then record owners of a majority of the lots shall have the power to elect the members of the Committee and otherwise to change the membership of the Committee. In each case, the change and the then current composition of the Committee shall be shown in a recorded addendum hereto. Until such change in membership is effected as stated herein, the original Committee may continue to serve.

- B. No building, fence, wall, or other structure or improvement shall be erected, placed or altered on any lot, and no other work requiring Architectural Control Committee approval shall be commenced, until the construction (or other) plans and specifications and a plan showing the location of the structure, all as may be required by the Committee, have been submitted to and approved by the Architectural Control Committee as to compliance with these Protective Covenants, 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 exterior shall be altered, remodeled or changed until plans for such exterior change, alterations or remodeling have been approved by the Committee. Action shall be taken on said plans and specifications by the Committee, its designee, or its successors in interest within thirty (30) days after submittal The Committee may not charge any fee, but may require the submitting party to pay any costs incurred or to be incurred in connection with its review of the party's submittals or its other actions hereunder.
- C. The Committee is specifically empowered to grant variances from any of these Covenants, or to excuse violations, from time to time and in its sole discretion.
- D. The decision (including consent, approval, disapproval or other action) of the Committee, given in writing signed by two (2) or more of its members, shall be final, subject to later reconsideration by the Architectural Control Committee in its discretion. Such written decisions shall be in recordable form and may, but need not, be recorded.
- 19. TIME TO COMPLETE. The work on constructing or other work on any building requiring Architectural Control Committee approval shall be completed within four (4) months from the commencement thereof.

- 20. <u>COMPLIANCE WITH SOILS REPORT</u>. All structures, landscaping and other uses on any Lot in the Subdivision shall be in compliance with the soils report, a copy of which is on file with the City of Albuquerque and is also available at the Offices of the Developer or the builder of each residence. Any soil compaction, replacement of fill dirt, drainage work or other matters required in connection with any such structures, landscaping and other uses shall be the sole responsibility of the residence owner and/or the person undertaking such use, and the Developer shall have no responsibility or liability therefor.
- 20. <u>DURATION</u>. These Covenants are to run with the land and shall be binding on all persons claiming any interest in any portion of the Subdivision, until December 31, 2022, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, not later than one (1) year prior to the end of such term or extension term, an amendment terminating these Covenants is adopted and recorded in the same manner as an amendment, as hereinafter provided.
- 21. <u>AMENDMENTS</u>. These Covenants may be amended at any time by the affirmative vote of the then record owners of three-fourths (75%) of the residential lots in the Subdivision. Such an amendment shall be executed and acknowledged by said owners and shall become effective when recorded in the real property records of Bernalillo County, New Mexico.
- 22. <u>VIOLATIONS</u>. If the owner or occupant of any lot, or other person, shall violate or attempt to violate any of the Covenants herein provided, any person or persons owning any lot or lots shall have the right to prosecute any action in the proper court to enjoin such party from violating such covenant, or to recover damages from such violation, or both. However, no action may be maintained for any violation unless such action is commenced within one (1) year after the date on which the violation became evident or should have been evident to an ordinary owner of a lot.
- 23. <u>VALIDITY</u>. 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.
- 24. NON-WAIVER. Except as provided in Paragraph 22, no delay or emission on the part of any person, in exercising any right, power or remedy herein provided for, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, for or on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of said Covenants, restrictions or reservations.

25. <u>SUCCESSORS</u>. The Developer's rights and powers hereunder shall also inure to the benefit of the successors or assigns of the Developer, if named as such in a written instrument signed by Developer and recorded in the real property records of Bernalillo County, New Mexico.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 16 day of JANUARY , 1993.

DEVELOPER:

CHAMA DEVELOPMENTY CORPORATION

SS. COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 28th day of January , 1993, by Greg Anixter, President of CHAMA DEVELOPMENT CORPORATION, a New Mexico corporation, on behalf of said corporation.

My Commission expires:

STATE OF NEW MEXICO

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STATE OF NEW MEXICO COUNTY OF BERNALIS OF FILED FOR PROPERTY OF

VICINITY MAP

SCALE

H-1-A-2

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# BUBDIYIBION DATA / NOTES

- 1. A BOUNDARY SURVEY WAS PERFORMED AUGUST 22, 1992
- 2. CORNERS OF THE SUBDIVISION WERE FOUND AS A NO. 3 REBAR WITH A YELLOW PLASTIC CAP MARKED "PS 3243" UNLESS OTHERWISE INDICATED.
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- FIELD BEARINGS AND DISTANCES MATCH THOSE OF RECORD.
- PLAT SHOWS ALL EASEMENTS OF RECORD.
- CROSS ACREAGE: 8.9670

NUMBER OF EXISTING TRACTS: 1

- NUMBER OF TRACTS/LOTS CREATED: 47
- MILEAGE OF STREETS CREATED: 0.273 MILE

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11. GITY STANDARD UTILITY NOTE II: GITY OF ALBUQUERGIE WATER AND SANTARY SEWER SERVER OF 10.1075 1-1-74 MUST BE WERRED AND COORDINATED WITH THE PUBLIC WORKS DEPARTHENT, GITY OF ALBUQUERGUE.

## DISCLOSURE STATEMENT

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# CERTIFICATION (PLAT PREPARATION)

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ISAACSON & ARFMAN, P.A.

THOMAS O. ISAACSON N.M.P.E. & L.S. #3895

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## FREE CONBENT / DEDICATION

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CHAMA DEVELOPMENT, INC.

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PRINCESEE.

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NEW MEXICO SUBDIVISION AUGUST, 1992 ALBUQUERQUE

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ACKNOWLEDGEMENT STR. TOTE 159-TO-STATE OF NEW MEXICO ) COUNTY OF BERNALILLÓ)

ON THIS AT THE DAY OF COME INSTRUMENT WAS ACKNOWLEDGED BEFORE OWNER, THE SHEAR OF CHANA DE WENCO CORPORATION, ON BEHALF OF SAID MY COMMISSION EXPIRES: CANADA

Marcy VIdde

MANCYANNE VEDDA

SHFFT 1 OF 1020-20



