

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
VISTA DEL MUNDO
TO THE
CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: that ASC INVESTMENT, INC., hereinafter called "Grantor" being the owner of VISTA DEL MUNDO SUBDIVISION, in Albuquerque, Bernalillo County, New Mexico being described as:

Lot One (1) through Forty-nine (49), Block One (1)
Lot One (1) through Twenty-one (21), Block Two (2)
Lot One (1) through Thirty-seven (37), Block Three (3)
Lot One (1) through Eight (8), Block Four (4)
Lot One (1) through Twenty-six (26), Block Five (5)

of the plat of VISTA DEL MUNDO SUBDIVISION, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 5, 1984, hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restrictions of said property, subject to which all lots and portions of lots in said subdivision shall be sold and conveyed as herein setforth.

DEFINITIONS

The word "lot" as used herein is intended to refer to single pieces of parcels of land shown as lots on the recorded plat described above.

A corner lot is one which abuts on more than one street, and in the absence of any other designation shall be deemed to front on the street on which it has the larger dimensions; but the Grantor reserves the right, through the Architectural Control Committee to designate the street on which any corner lot shall be deemed to front.

The word "residence" as used herein with reference to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvements, except roofs.

The word "street" as used herein shall include any street, drive road, lane, path or public way as shown on the plat.

NOW, THEREFORE, the Subdivision is hereby subjected to the following protective covenants, reservations and restrictions, which are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivision or claiming under them.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

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DOLPH S. C. WALKER
CO. CLERK & DEPUTY

1. LAND USE AND BUILDING TYPES

a. All lots within the Subdivision are hereby declared to be single family residential lots, and no lot shall be used for any other purpose than single family residence.

b. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above ground level as described below, and a private garage or carport for not more than three (3) cars and not less than two (2) cars. Storage sheds, work shops, swimming pools, gazebos and such shall be allowable upon approval being granted by the Architectural Control Committee.

c. No building shall be erected, altered, placed or permitted to remain on any such lot with a fully enclosed heated living area of less than 2000 square feet, exclusive of carports, garages and open porches or patios.

d. No building shall be erected, altered or permitted to remain on any such lot that will exceed a vertical distance above ground level to the highest point of the coping of a flat roof, deck line of a mansard roof or the average between the plat and the ridge of a gable, hip or gambrel roof of twenty-six (26) feet. Ground level shall be defined as the highest pad elevation of any single lot, as shown on the grading plans and/or as directed or approved by the Architectural Control Committee, on file at the office of ASC Investment, Inc. Lots with two (2) pad elevations (split level) may exceed two (2) stories, but shall not exceed twenty-six (26) feet in height from the curb elevation on that lot, as defined on said grading plans and/or as directed or approved by the Architectural Control Committee. All decisions and judgements pertaining to view obstruction shall be granted solely by the Architectural Control Committee.

e. No building or any part thereof, including garages, shall be erected on any lot closer than twenty (20) feet to the front street line, or closer than fifteen (15) feet to the rear lot line or closer than ten (10) feet on one side and five (5) feet on the other side lot line.

With reference to corner lots, no structure or portion thereof may be erected closer than twenty (20) feet from the side street line.

It is understood that ordinary projections of sills, belt courses, cornices and ornamental features may project as much as twenty-four (24) inches into the side set back lines. For the purpose of this paragraph, eaves, steps, and equipment pads shall not be considered as part of the building. Where more than one lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable modifications of the set back requirements where in the discretion of the Committee, strict enforcement of the set back provisions would work an extreme hardship.

f. No alteration of any kind shall be made on any drainage ponds on lots requiring backyard ponding, as designated on the grading plans for the subdivision, without written approval from the City of Albuquerque Hydrology Department, with said approval being submitted to the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter referred to as the "Committee", is hereby established and shall be comprised of three (3) persons; who shall be appointed by the Grantor to serve for a period of five (5) years from the date hereof and until their successors shall be appointed and qualify. Vacancies occurring either before the end of, or as a result of the expiration of such five (5) year term, shall be appointed by a majority of the residential lot owners in VISTA DEL MUNDO SUBDIVISION, who are present at a special meeting called for the purpose of filling such vacancy.

No member of the Committee shall be entitled to any compensation for service performed on said Committee.

Any two (2) members shall be able to act on the behalf of the Committee, and in the event of any conflict, a majority of the Committee shall rule.

Before the commencement of construction, remodeling, addition to, or alteration of any lot grade, building, swimming pool, wall, fence, tank, out building or any other structure whatsoever on any lot, there shall be submitted to the Grantors for transmittal to the Architectural Control Committee:

(1) A complete set of plans, including but not limited to, foundations, floor plan, elevations, details, specifications (including exterior finish schedule), a plot plan and grading plan showing the location and finished grade of the structure on the lot.

(2) One (1) complete set of plans and specifications upon approval will be retained by the Committee to remain on file.

NO STRUCTURE OR IMPROVEMENTS OF ANY KIND shall be erected, altered, placed or maintained, including lot grading alterations, upon any lot unless and until the complete set of final plans therefore have received such written approval as herein provided.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of the restrictions, or if a design or color scheme on the proposed structure is not in harmony with the general surroundings or in harmony with such lot or adjacent structure, or if the plans and specifications submitted are incomplete, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of VISTA DEL MUNDO SUBDIVISION. The decision of the Committee shall be final and no building, structure or improvement of any kind shall be constructed or placed upon any lot in VISTA DEL MUNDO SUBDIVISION without the prior written consent of the Committee.

In the event the Committee shall fail to approve or disapprove the plans, specifications and other such information as may be required within thirty (30) days after submission, then such approval shall not be required, provided that no building or structure shall be erected which violates any of the covenants contained herein.

Neither the Committee, its members, nor the Grantors shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee or the Grantor, or for work done pursuant to the requested changes of said plans and specifications.

A majority of the Committee may, from time to time, grant exceptions or variances to any of the Articles hereof, without the consent of any of the owners of the other lots in the subdivision.

3. WALLS AND FENCES

Retaining walls shall be party walls if placed on the common property line between two (2) lots and shall not be removed by either property owner. Liability as between the owners with the respect to the maintenance of the party wall shall be as provided for in New Mexico law.

Except for necessary retaining walls, which shall be of minimum height, the following requirements shall apply to all walls and fences:

a. No wall or fence shall be erected or allowed to remain nearer the street than the front of the dwelling, and

b. On corner lots, no wall or fence facing the side street shall be erected or allowed to remain nearer to the front street than the rear of the dwelling.

c. All walls and fences shall be built of masonry block walls except as follows:

(1) Wing walls and street facing walls on corner lots shall match the dwelling.

(2) Any decorative walls provided by Grantor along lots adjoining Monte Largo Drive, Mesa Palo Drive and Malpais Summit Road shall be neither added to nor subtracted from or modified in any means whatsoever without approval from the Architectural Control Committee.

The builder or lot owner shall be responsible to maintain said walls provided by Grantor in good condition. Should the builder or lot owner fail to maintain said walls, the Grantor reserves the right to enter the property to perform any required maintenance and invoice the builder or lot owner for all work and costs incurred.

ALL WALLS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

d. All builders and/or lot owners shall be responsible for the construction of retaining walls on common property lines including rear property lines in accordance with all applicable Federal, State, City and County codes and ordinances.

e. No walls or fences shall be erected or placed on any lot or lots lower than four (4) feet nor higher than six (6) feet above ground level except as directed or approved by the Architectural Control Committee, and in the case of tennis courts must have specific variance approval from the City of Albuquerque and the Architectural Control Committee. "Ground" in this instance shall be defined as the highest ground elevation on either side of the wall.

4. SUBDIVISION OF LOTS

None of the lots within the Subdivision shall be further subdivided to create two (2) or more building sites, however, two (2) or more lots may be combined into one (1) building site.

5. UTILITY EASEMENTS

Easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property as shown on the recorded plat.

6. NUISANCES

No business, trade 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.

7. TOLERANCE

A two (2) inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by these covenants.

8. OIL AND MINERAL OPERATIONS

No oil drilling, oil development, oil refining, derrick or other structure designed for use in boring for oil or natural gas, 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.

9. GENERAL PROVISIONS

The Grantors may include restrictions, other than these set out herein, in any contract or deed to any lots without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

The restrictions herein set out shall be referred to, adopted and made part of each and every contract and deed executed by and on behalf of the Grantors of said property, or any part thereof, to all such intents and purposes as though incorporated in full thereof; and each such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

10. MISCELLANEOUS

The construction or maintenance of billboard, posterboards, or advertising structures of any kind on any part of any lot is prohibited, except that architects and builders may display a sign with their name and insignia thereon during construction, and realtors and owners may display temporary FOR SALE signs. The sign shall not exceed more than six (6) square feet in size.

No trash, ashes, paper or refuse of any kind may be thrown or dumped in any vacant lot in the subdivision.

No trailer, house trailer, motor home, or boat shall ever be parked or placed on any vacant lot, nor shall any trailer, motor home, shack, tent, garage or other out building be used as a residence, either temporarily or permanently.

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

Owners of vacant lots will be responsible for keeping their lots cleared of all weeds, trash and all other detracting impediments.

All lots shall be kept clean and maintained during the course of construction.

All buildings constructed on lots shall be finished in accordance with the plans and specifications as approved by the Committee within twelve (12) months of the start of construction.

No cotton bearing cottonwood trees or elm trees of any nature shall be planted or permitted to grow on any lot within the subdivision.

Where externally visible air conditioners are erected or installed, they shall be so installed that they will not be visible from the front street or in the case of corner lots, from either the front or a side street. Roof mounted units shall be allowed, however, they shall be installed as to comply with this restriction as much as possible.

No antennas (radio, shortwave radio, television or others) shall be erected upon any lot or dwelling without prior written approval of the Architectural Control Committee.

In the event that a structure is destroyed, wholly or partially by fire or other casualty, said structure shall be properly rebuilt, repaired or replaced to conform to these restrictions, or all remaining structures, including the debris and foundations shall be removed from the lot.

The exterior of all dwellings shall be of pastel greys, whites and creams or earth tone colors with no bright or gaudy colors being allowed.

11. LANDSCAPING

All front yard landscaping shall be complete within one (1) year from date of occupancy of dwelling and shall be so designed and constructed as to compliment and enhance the subdivision.

The landscaping provided by Seller between the rear lot line and the street along Monte Largo Drive, Mesa Palo Drive and Malpais Summit Road is being maintained by the City of Albuquerque and therefore shall not be added to, detracted from or altered by the Purchaser in any means whatsoever.

12. REAR/SIDE LOT ACCESS

Purchaser shall not create any type of access to the lot from Mesa Palo Drive, Monte Largo Drive and Malpais Summit Road (between Mesa Palo Drive and Monte Largo Drive) on those lots as follows:

- Lot One (1), Block Two (2)
- Lots Six (6) through Eight (8), Block Two (2)
- Lots One (1) through Eight (8), Block Three (3)
- Lot Twenty-one (21), Block Three (3)
- Lots One (1) through Five (5), Block Four (4)
- Lot One (1), Block Five (5)
- Lot Eight (8), Block Five (5)
- Lots One (1) through Five (5), Block Six (6)
- Lot Twenty-seven (27), Block Six (6)

13. RIGHT TO ENFORCE

The restrictions herein set forth are imposed upon each lot for the benefit of each and every lot, and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Grantors, their successors and assigns, the individuals comprising such corporations, their assigns and each and every purchaser of and any person acquiring any interest in any part of such land, their assigns and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein except in respect to breaches committed during the time such corporations, or persons owns or has an interest in said land and/or part thereof); and the Grantors, their successors and assigns, and the stockholders hereof, their heirs, assigns, executors, and administrators, the Committee and the owner or owners, of any part of such land and of any interest therein acting jointly or severally, shall have the right to sue for and obtain an injunction, to prevent the breach of or to enforce the observance of, the restrictions, and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any or all such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so at any time thereafter, except as herein specifically set out, nor shall the failure to enforce such restrictions as to any one or more lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners.

14. AMENDMENTS

These Covenants may be amended from time to time by an affirmative vote of the then record holders of title representing a seventy-five percent (75%) majority of the total single family residential lot owners in the subdivision, or by Grantor, providing Grantor currently maintains title to thirty percent (30%) of the total residential lots in the subdivision.

15. DURATION

All of the restrictions and covenants herein set forth as amended from time to time shall continue and be binding upon the Grantors, their successors and assigns, the individual stockholders thereof, and their heirs, assigns, executors and administrators, and all parties claiming by, and through or under it, or them, for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, and shall automatically be extended for successive periods of fifteen (15) years each; provided, however, that any time within five (5) years prior to the expiration of the first twenty-five (25) year period thereafter, the owners of the area shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, and covered by this dedication, may provide for the release of any and all of the lots hereby restricted, from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any successive fifteen (15) year period, by executing and acknowledging a proper agreement or agreements in writing for such purpose and filing same for record in the manner then required for the recording of land instruments.

IN WITNESS WHEREOF, ASC INVESTMENT, INC., have caused this instrument to be executed this 14th day of January, 1985.

ATTEST

ASC INVESTMENT, INC.

AMERICAN SERVICE CORPORATION

BY: [Signature]

BY: [Signature]
Steven P. Tomita, Sr. Vice Pres.
Attorney In Fact



AMENDED
 PROTECTIVE COVENANTS AND RESTRICTIONS
 FOR
 VISTA DEL MUNDO, TRACT B
 TO THE
 CITY OF ALBUQUERQUE, NEW MEXICO

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS: that ASC INVESTMENT, INC., hereinafter called "Grantor" being the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of VISTA DEL MUNDO SUBDIVISION, TRACT B, in Albuquerque, Bernalillo County, New Mexico being described as:

- Lot One (1) through Forty-nine (49), Block One (1)
- Lot One (1) through Twenty-one (21), Block Two (2)
- Lot One (1) through Thirty-seven (37), Block Three (3)
- Lot One (1) through Eight (8), Block Four (4)
- Lot One (1) through Twenty-six (26), Block Five (5)

of the plat of VISTA DEL MUNDO SUBDIVISION, TRACT B, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 5, 1984, hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restrictions of said property, subject to which all lots and portions of lots in said subdivision shall be sold and conveyed as herein setforth.

DEFINITIONS

The word "lot" as used herein is intended to refer to single pieces of parcels of land shown as lots on the recorded plat described above.

A corner lot is one which abuts on more than one street, and in the absence of any other designation shall be deemed to front on the street on which it has the larger dimensions; but the Grantor reserves the right, through the Architectural Control Committee to designate the street on which any corner lot shall be deemed to front.

The word "residence" as used herein with reference to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvements, except roofs.

The word "street" as used herein shall include any street, drive road, lane, path or public way as shown on the plat.

NOW, THEREFORE, the Subdivision is hereby subjected to the following protective covenants, reservations and restrictions, which are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivision or claiming under them.

1. LAND USE AND BUILDING TYPES

a. All lots within the Subdivision are hereby declared to be single family residential lots, and no lot shall be used for any other purpose than single family residence.

b. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above ground level as described below, and a private garage or carport for not more than three (3) cars and not less than two (2) cars. Storage sheds, work shops, swimming pools, gazebos and such shall be allowable upon approval being granted by the Architectural Control Committee.

c. No building shall be erected, altered, placed or permitted to remain on any such lot with a fully enclosed heated living area of less than 2000 square feet, exclusive of carports, garages and open porches or patios.

d. No building shall be erected, altered or permitted to remain on any such lot that will exceed a vertical distance above ground level to the highest point of the coping of a flat roof, deck line of a mansard roof or the average between the plat and the ridge of a gable, hip or gambrel roof of twenty-six (26) feet. Ground level shall be defined as the highest pad elevation of any single lot, as shown on the grading plans and/or as directed or approved by the Architectural Control Committee, on file at the office of ASC Investment, Inc.

Lots with two (2) pad elevations (split level) may exceed two (2) stories, but shall not exceed twenty-six (26) feet in height from the curb elevation on that lot, as defined on said grading plans and/or as directed or approved by the Architectural Control Committee. All decisions and judgements pertaining to view obstruction shall be granted solely by the Architectural Control Committee.

e. No building or any part thereof, including garages, shall be erected on any lot closer than twenty (20) feet to the front street line, or closer than fifteen (15) feet to the rear lot line or closer than ten (10) feet on one side and five (5) feet on the other side lot line.

With reference to corner lots, no structure or portion thereof may be erected closer than twenty (20) feet from the side street line.

It is understood that ordinary projections of sills, belt courses, cornices and ornamental features may project as much as twenty-four (24) inches into the side set back lines. For the purpose of this paragraph, eaves, steps, and equipment pads shall not be considered as part of the building. Where more than one lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable modifications of the set back requirements where in the discretion of the Committee, strict enforcement of the set back provisions would work an extreme hardship.

f. No alteration of any kind shall be made on any drainage ponds on lots requiring backyard ponding, as designated on the grading plans for the subdivision, without written approval from the City of Albuquerque Hydrology Department, with said approval being submitted to the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter referred to as the "Committee", is hereby established and shall be composed of three (3) persons; who shall be appointed by the Grantor to serve for a period of five (5) years from the date hereof and until their successors shall be appointed and qualify. Vacancies occurring either before the end of, or as a result of the expiration of such five (5) year term, shall be appointed by a majority of the residential lot owners in VISTA DEL MUNDO SUBDIVISION, TRACT B, who are present at a special meeting called for the purpose of filling such vacancy.

No member of the Committee shall be entitled to any compensation for services performed on said Committee.

Any two (2) members shall be able to act on the behalf of the Committee, and in the event of any conflict, a majority of the Committee shall rule.

Before the commencement of construction, remodeling, addition to, or alteration of any lot grade, building, swimming pool, wall, fence, tank, out building or any other structure whatsoever on any lot, there shall be submitted to the Grantors for transmittal to the Architectural Control Committee:

(1) A complete set of plans, including but not limited to, foundations, floor plan, elevations, details, specifications (including exterior finish schedule); a plot plan and grading plan showing the location and finished grade of the structure on the lot.

(2) One (1) complete set of plans and specifications upon approval will be retained by the Committee to remain on file.

NO STRUCTURE OR IMPROVEMENTS OF ANY KIND shall be erected, altered, placed or maintained, including lot grading alterations, upon any lot unless and until the complete set of final plans therefore have received such written approval as herein provided.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of the restrictions, or if a design or color scheme on the proposed structure is not in harmony with the general surroundings or in harmony with such lot or adjacent structure. or if the plans and specifications submitted are incomplete, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of VISTA DEL MUNDO SUBDIVISION, TRACT B. The decision of the Committee shall be final and no building, structure or improvement of any kind shall be constructed or placed upon any lot in VISTA DEL MUNDO SUBDIVISION, TRACT B, without the prior written consent of the Committee.

In the event the Committee shall fail to approve or disapprove the plans, specifications and other such information as may be required within thirty (30) days after submission, then such approval shall not be required, provided that no building or structure shall be erected which violates any of the covenants contained herein.

Neither the Committee, its members, nor the Grantors shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee or the Grantor, or for work done pursuant to the requested changes of said plans and specifications.

A majority of the Committee may, from time to time, grant exceptions or variances to any of the Articles hereof, without the consent of any of the owners of the other lots in the subdivision.

3. WALLS AND FENCES

Retaining walls shall be party walls if placed on the common property line between two (2) lots and shall not be removed by either property owner. Liability as between the owners with the respect to the maintenance of the party wall shall be as provided for in New Mexico law.

Except for necessary retaining walls, which shall be of minimum height, the following requirements shall apply to all walls and fences:

- a. No wall or fence shall be erected or allowed to remain nearer the street than the front of the dwelling, and
- b. On corner lots, no wall or fence facing the side street shall be erected or allowed to remain nearer to the front street than the rear of the dwelling.
- c. All walls and fences shall be built of masonry block walls except as follows:

- (1) Wing walls and street facing walls on corner lots shall match the dwelling.

- (2) Any decorative walls provided by Grantor along lots adjoining Monte Largo Drive, Villa Sandia Road and Pinnacle View Drive shall be neither added to nor subtracted from or modified in any means whatsoever without approval from the Architectural Control Committee.

The builder or lot owner shall be responsible to maintain said walls provided by Grantor in good condition. Should the builder or lot owner fail to maintain said walls, the Grantor reserves the right to enter the property to perform any required maintenance and invoice the builder or lot owner for all work and costs incurred.

ALL WALLS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

- d. All builders and/or lot owners shall be responsible for the construction of retaining walls on common property lines including rear property lines in accordance with all applicable Federal, State, City and County codes and ordinances.

- e. No walls or fences shall be erected or placed on any lot or lots lower than four (4) feet nor higher than six (6) feet above ground level except as directed or approved by the Architectural Control Committee, and in the case of tennis courts must have specific variance approval from the City of Albuquerque and the Architectural Control Committee. "Ground" in this instance shall be defined as the highest ground elevation on either side of the wall.

4. SUBDIVISION OF LOTS

None of the lots within the Subdivision shall be further subdivided to create two (2) or more building sites, however, two (2) or more lots may be combined into one (1) building site.

5. UTILITY EASEMENTS

Easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property as shown on the recorded plat.

6. NUISANCES

No business, trade 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.

7. TOLERANCE

A two (2) inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by these covenants.

8. OIL AND MINERAL OPERATIONS

No oil drilling, oil development, oil refining, derrick or other structure designed for use in boring for oil or natural gas, 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.

9. GENERAL PROVISIONS

The Grantors may include restrictions, other than these set out herein, in any contract or deed to any lots without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

The restrictions herein set out shall be referred to, adopted and made part of each and every contract and deed executed by and on behalf of the Grantors of said property, or any part thereof, to all such intents and purposes as though incorporated in full thereof; and each such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

10. MISCELLANEOUS

The construction or maintenance of billboard, posterboards, or advertising structures of any kind on any part of any lot is prohibited, except that architects and builders may display a sign with their name and insignia thereon during construction, and realtors and owners may display temporary FOR SALE signs. The sign shall not exceed more than six (6) square feet in size.

No trash, ashes, paper or refuse of any kind may be thrown or dumped in any vacant lot in the subdivision.

No trailer, house trailer, motor home, or boat shall ever be parked or placed on any vacant lot, nor shall any trailer, motor home, shack, tent, garage or other out building be used as a residence, either temporarily or permanently.

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

Owners of vacant lots will be responsible for keeping their lots cleared of all weeds, trash and all other detracting impediments.

All lots shall be kept clean and maintained during the course of construction.

All buildings constructed on lots shall be finished in accordance with the plans and specifications as approved by the Committee within twelve (12) months of the start of construction.

No cotton bearing cottonwood trees or elm trees of any nature shall be planted or permitted to grow on any lot within the subdivision.

Where externally visible air conditioners are erected or installed, they shall be so installed that they will not be visible from the front street or in the case of corner lots, from either the front or a side street. Roof mounted units shall be allowed, however, they shall be installed as to comply with this restriction as much as possible.

No antennas (radio, shortwave radio, television or others) shall be erected upon any lot or dwelling without prior written approval of the Architectural Control Committee.

In the event that a structure is destroyed, wholly or partially by fire or other casualty, said structure shall be properly rebuilt, repaired or replaced to conform to these restrictions, or all remaining structures, including the debris and foundations shall be removed from the lot.

The exterior of all dwellings shall be of pastel greys, whites and creams or earth tone colors with no bright or gaudy colors being allowed.

11. LANDSCAPING

All front yard landscaping shall be complete within one (1) year from date of occupancy of dwelling and shall be so designed and constructed as to compliment and enhance the subdivision.

The landscaping provided by Seller between the rear lot line and the street along Monte Largo Drive, Villa Sandia Road and Pinnacle View Drive is being maintained by the City of Albuquerque and therefore shall not be added to, detracted from or altered by the Purchaser in any means whatsoever.

12. REAR/SIDE LOT ACCESS

Purchaser shall not create any type of access to the lot from Villa Sandia Road, Monte Largo Drive and Pinnacle View Drive (between Villa Sandia Road and Monte Largo Drive) on those lots as follows:

- Lot One (1), Block Two (2)
- Lots Six (6) through Eight (8), Block Two (2)
- Lots One (1) through Eight (8), Block Three (3)
- Lot Twenty-one (21), Block Three (3)
- Lots One (1) through Five (5), Block Four (4)
- Lot One (1), Block Five (5)
- Lot Eight (8), Block Five (5)
- Lots One (1) through Five (5), Block Six (6)
- Lot Twenty-seven (27), Block Six (6)

13. RIGHT TO ENFORCE

The restrictions herein set forth imposed upon each lot for the benefit of each and every lot, and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Grantors, their successors and assigns, the individuals comprising such corporations, their assigns and each and every purchaser of and any person acquiring any interest in any part of such land, their assigns and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein except in respect to breaches committed during the time such corporations, or persons owns or has an interest in said land and/or part thereof); and the Grantors, their successors and assigns, and the stockholders hereof, their heirs, assigns, executors, and administrators, the Committee and the owner or owners, of any part of such land and of any interest therein acting jointly or severally, shall have the right to sue for and obtain an injunction, to prevent the breach of or to enforce the observance of, the restrictions, and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any or all such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so at any time thereafter, except as herein specifically set out, nor shall the failure to enforce such restrictions as to any one or more lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners.

14. AMENDMENTS

These Covenants may be amended from time to time by an affirmative vote of the then record holders of title representing a seventy-five percent (75%) majority of the total single family residential lot owners in the subdivision, or by Grantor, providing Grantor currently maintains title to thirty percent (30%) of the total residential lots in the subdivision.

15. DURATION

All of the restrictions and covenants herein set forth as amended from time to time shall continue and be binding upon the Grantors, their successors and assigns, the individual stockholders thereof, and their heirs, assigns, executors and administrators, and all parties claiming by, and through or under it, or them, for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, and shall automatically be extended for successive periods of fifteen (15) years each; provided, however, that any time within five (5) years prior to the expiration of the first twenty-five (25) year period thereafter, the owners of the area shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, and covered by this dedication, may provide for the release of any and all of the lots hereby restricted, from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any successive fifteen (15) year period, by executing and acknowledging a proper agreement or agreements in writing for such purpose and filing same for record in the manner then required for the recording of land instruments.

The provisions of the amended Protective Covenants and Restrictions contained herein shall amend and replace those Protective Covenants and Restrictions for VISTA DEL MUNDO SUBDIVISION, dated January 14, 1985, and filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 15, 1985, in Book Misc. 192A, page 195-202.

IN WITNESS WHEREOF, ASC INVESTMENT, INC., have caused this instrument to be executed this 25th day of March, 1985.

ATTEST

ASC INVESTMENT, INC.
AMERICAN SERVICE CORPORATION

BY: Pamela C. Segura
Pamela C. Segura
Assistant Secretary

BY: Steven P. Tomita
Steven P. Tomita, Sr. Vice Pres.
Attorney In Fact

This instrument was acknowledged before me this 25th day of March, 1985.

Corinne Specter
Corinne Specter
Notary Public
My commission expires 9/14/85

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

85 MAR 26 03:27
Ms 213 PG 652-660
COUNTY CLERK
RECORDED

AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
FOR TRACT B, VISTA DEL MUNDO SUBDIVISION
TO THE CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: That ASC INVESTMENT, INC. is the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of Tract B, Vista Del Mundo Subdivision as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 5, 1984.

RECITALS:

- 1. The Protective Covenants heretofore referenced were executed March 25, 1985, in Book Misc. 213A, pages 653-660, records of Bernalillo County, New Mexico.
- 2. ASC Investment, Inc., which is the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of the real property subject to the Protective Covenant wishes to amend certain portions of the Covenants in accordance with the provisions of Article 14, thereof, as hereinafter stated;

WHEREFORE, the Protective Covenants and Restrictions herein described are amended in the following respects.

- 1. The lot description stated in Article 12. Rear/Side Lot Access following the first paragraph is amended to read as follows:

- Lot One (1), Block One (1)
- Lots Five (5) and Six (6), Block One (1)
- Lots One (1) through Eight (8), Block Two (2)
- Lot Twenty-one (21), Block Two (2)
- Lots One (1) through Five (5), Block Three (3)
- Lot One (1), Block Four (4)
- Lot Eight (8), Block Four (4)
- Lots One (1) through Five (5), Block Five (5)
- Lot Twenty-six (26), Block Five (5)

- 2. In all other respects the provisions of the Protective Covenants and Restrictions shall remain unchanged and unaltered by this Amendment and in full force and effect, the only change being that change shown in the preceding paragraph.

STATE OF NEW MEXICO
 COUNTY OF BERNALILLO
 FILED FOR RECORD

1985 MAY 17 AM 10:48
 DR. 309 379 380
 DOLORES C. WALLER
 CO. CLERK & RECORDER
 DEPUTY

IN WITNESS WHEREOF the under-signed have caused this instrument to be executed this 17 day of May, 1985.

ASC INVESTMENT, INC.

ATTEST:

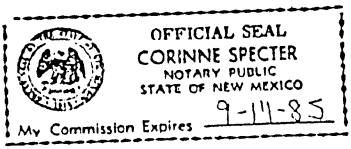
Corinne Specter
Corinne Specter
Assistant Secretary

By Steven P. Tomita
Steven P. Tomita
Senior Vice President
American Service Corporation
Attorney-In-Fact

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

The foregoing instrument was acknowledged before me this 17 day of May, 1985, by Steven P. Tomita, Senior Vice President of American Service Corporation, a New Mexico Corporation, as Attorney-In-Fact for ASC Investment, Inc.

Corinne Specter
NOTARY PUBLIC



AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR TRACT B, VISTA DEL MUNDO SUBDIVISION TO THE CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: That ASC INVESTMENT, INC is the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of Tract B, Vista Del Mundo Subdivision and the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 5, 1984.

RECITALS:

- 1. The Protective Covenants heretofore referenced were executed March 25, 1985, in Book Misc. 213A, pages 653-660, records of Bernalillo County, New Mexico.
2. ASC Investment, Inc., which in the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of the real property subject to the Protective Covenants wishes to amend certain portions of the Covenants in accordance with the provisions of Article 14, thereof, as hereinafter stated;

WHEREFORE, the Protective Covenants and Restrictions herein described are amended in the following respects.

- 1. The set-back requirements as stated in paragraph c. sub-paragraph 2. Article 1. LAND USE AND BUILDING TYPES is amended to read as follows:

With reference to corner lots, no structure or portion thereof may be erected closer than ten (10) feet from the side street line.

- 2. In all other respects the provisions of the Protective Covenants and Restrictions shall remain unchanged and unaltered by this Amendment and in full force and effect, the only change being that change shown in the preceding paragraph.

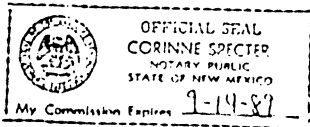
IN WITNESS WHEREOF the undersigned have caused this instrument to be executed this 17 day of March, 1986.

ASC INVESTMENT, INC.

ATTEST: Pamela C. Segura Corporate Secretary

By Steven P. Tomita Senior Vice President

STATE OF NEW MEXICO) COUNTY OF BERNALILLO)



The foregoing instrument was acknowledged before me this 17 day of March, 1986, by Steven P. Tomita, Senior Vice President of ASC INVESTMENT, INC., a New Mexico Corporation.

Corinne Spector NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

1906 NOV 19 AM 10:20

M. 323A *218-219*
[Signature]