

## RESERVATIONS, COVENANTS, AND RESTRICTIONS

On Lots 27 through 41, inclusive in Block 17;  
Lots 20 through 41, inclusive in Block 36;  
Lots 7 through 33, inclusive in Block 14;  
Lots 21 through 25, inclusive in Block 48;  
and Lot 1 in Block 50 of

### FOUR HILLS VILLAGE THIRTEENTH INSTALLMENT

Addition to the City of Albuquerque, New Mexico

The land shown on the Plat of said Addition was filed in the Office of the County Clerk of Bernalillo County, New Mexico, in Plat Book D6, page 29, on the 20<sup>th</sup> day of March, 1974. Lots 27 through 33, inclusive in Block 17; Lots 20 through 27, inclusive of Block 36, and Lots 7 through 33, inclusive in Block 14 of Four Hills Village (Thirteenth Installment), Addition to the City of Albuquerque, New Mexico, are held by American Service Corporation. Lots 34 through 41, inclusive in Block 17; Lots 28 through 41, inclusive in Block 36; Lots 21 through 24, inclusive in Block 48; and Lot 1 in Block 50 of Four Hills Village (Thirteenth Installment), Addition to the City of Albuquerque, New Mexico, are held by Home Planning Development Company, Inc. Hereinafter, the owners, American Service Corporation, and Home Planning Development Company, Inc., of said Addition, shall be referred to as Grantors. All lots within the Addition shall be conveyed subject to the reservations, covenants and restrictions herein set forth.

#### 1. DEFINITIONS

The word "Lot" as used herein is intended to refer to the single pieces or parcels of land shown as lots on the plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on the 20<sup>th</sup> day of March, 1974.

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 its greater dimensions; but the Grantors reserve 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, port-cocheres, 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 of said Addition filed in the Office of the County Clerk of Bernalillo County, New Mexico, on the 20<sup>th</sup> day of March, 1974.

## **2. USE OF LAND**

No lot shall ever be used for any purpose other than single family residence purposes. No dwelling house located thereon shall ever be used for other than single family residence purposes, nor shall any out building or structure located thereon be used in a manner other than incidental to such family residence purposes. The erection and/or maintenance and/or use of any building, or the use of any lot for other purposes, including, but not restricted to such examples as stores, shops, flats, duplex houses, apartment houses, rooming houses, tourist courts, schools, churches, hospitals, and filling stations is hereby expressly prohibited.

Only one single family residence shall be constructed or permitted on any lot. Single family residence shall be construed to be a family consisting of no persons other than husband, wife and their unmarried children.

No garage or out building on any lot shall be used as a residence or living quarters, except by servants engaged as such on the premises, and said out building must be planned as such.

## **3. ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee, hereinafter referred to as "Committee", is hereby established and shall be comprised of not less than three (3) nor more than seven (7) persons, who shall be appointed by the Grantors to serve for a period of ten 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 ten year term shall be filled by the members of the Committee, provided by within thirty days of any appointment, owners of a majority of the residential lots may select other appointee in their stead. Any two members shall be able to act on the behalf of the Committee.

**BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, REMODELING, ADDITION TO, OR ALTERATION OF ANY BUILDING, SWIMMING POOL, WALL, FENCE, TANK, OR OTHER STRUCTURE WHATSOEVER, ON ANY LOT, THERE SHALL BE SUBMITTED TO THE GRANTORS FOR TRANSMITTAL TO THE ARCHITECTURAL CONTROL COMMITTEE:**

(a) preliminary floor plans, elevations and location of the structure on the lot;

(b) after approval of preliminary plans, two complete sets of the final plans and specifications for said work.

No structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of any structures proposed to be constructed,

placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.

The Architectural Control Committee is authorized to charge not more than \$100.00 for review of plans for structures and alterations. At the time of submission of the plans and specifications as set forth herein, the owner shall cause to be paid to the Grantors an initial charge in the amount of \$25.00. The Committee shall approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Grantors.

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 this declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or if the structure shall unduly interfere with the view from nearby residences, 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 the welfare and rights of all or any part of the Thirteenth Installation [sic] of Four Hills Village. The decision of the Committee in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in the Thirteenth Installment of Four Hills Village without the prior written consent of the Committee.

Neither the Committee, its members nor the Grantors shall be...[unreadable]...or for any work done pursuant to the requested changes of said plans and specifications.

#### **4. FRONTAGE**

Every residence erected on any lot shall face and present a good frontage on the street on which the lot is deemed to front.

Residences on corner lots shall have a presentable frontage on all streets on which the particular corner lot faces.

#### **5. SET BACK FROM FRONT STREET, SIDE STREET AND ADJOINING LOT**

No building shall be located on any lot nearer than Twenty-Five (25) feet to the front lot line, or nearer than Fifteen (15) feet to the side lot line on a corner lot except that the building may be located Twenty (20) feet from the front lot line on cul-de-sac lots if approved by the Architectural Control Committee. No building shall be constructed on any lot so that the sum of the side yard setbacks is less than fifteen (15) feet, nor shall any building be erected nearer than Five (5) feet to an inside property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that eaves, fireplaces, steps, open porches or

mechanical appurtenances may not be constructed nearer than Three (3) feet to an inside property line, nor shall this be construed to permit any eaves, fireplaces, steps, open porches or mechanical appurtenances on a lot to encroach upon another lot.

The Grantors reserve to themselves and to the Architectural Control Committee, the right for either to change the building lines on any lot so long as they hold legal title to such lot, and likewise reserve the right to change the same after they have parted with such legal title, provided the consent of the owner of such title is first obtained.

In the case of houses with two or more floors (not to include split levels), taking into consideration obstructing views of adjoining or facing lots, the Grantors reserve the right to change in writing the building lines shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, on March 20, 1974, or the set back from the sidelines hereinabove indicated, of any lot so long as they hold legal title to such lot, and likewise reserve the right to change the same after they have parted with such legal title, provided, the consent of the owner of such title is first obtained.

## **6. FENCES, HEDGES, WALLS, BUSHES AND TREES**

Fences, hedges, bushes and trees may be built or planted nearer the street and side lines than the building lines above indicated, but in no event shall any such be built, planted or maintained on any land shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, on the 20<sup>th</sup> day of March, 1974, to be dedicated for use as a public street, or on which an easement has been served.

Fences will be built in keeping with the structural design of the dwelling house and shall be subject to the approval of the Committee.

## **7. MINIMUM AREA OF RESIDENCE**

The total area of the main structure of any residence, exclusive of detached servant's quarters, open porches, garages, or other appurtenant structure, shall be not less than 2,000 square feet, and in the case of dwellings of more than one story, the ground floor area shall be not less than 1,200 square feet. In cases of split-level dwellings, it shall be the ...[unreadable]...distinguished from basements.

## **8. PUBLIC UTILITIES**

No out building or other permanent structure shall be erected or maintained over any easement as shown on the plat of the Addition reserved for the purpose of constructing, maintaining or supplying of public utilities in the Addition.

## **9. MISCELLANEOUS**

The construction or maintenance of bill-boards, poster-boards, 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 sum of the length and width of such signs shall not exceed Sixty (60) inches.

No trash, or ashes, paper or other refuse may be thrown or dumped in any vacant lot in this Addition.

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

No fowl, pigs, hogs, horses, rabbits, cows, sheep, goats, or other livestock, or animals, shall ever be raised or kept on any lot in this subdivision, with the sole exception of dogs and cats.

Fowl of the canary or parakeet variety may be raised or maintained on any lot as a pet. No cats, dogs, or birds allowed under this covenant shall ever be raised for commercial purposes and further all birds allowed must be maintained within the residence of any lot.

Owners of vacant lots will be responsible for keeping their lot cleared of all weeds, trash and all other detracting impedimenta, keeping in mind the beautification of the Addition.

The exterior of all buildings on all lots shall be finished according to plans approved by the Committee within twelve months of the start of construction.

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

## **10. GENERAL PROVISIONS**

The Grantors may include restrictions, other than those 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 herein; 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.

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

All of the restrictions, covenants and reservations and charges appearing herein as well as those appearing in any contract, deed or other conveyance, to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

## **11. RIGHT TO ENFORCE**

The restrictions herein set forth are imposed upon each lot for the benefit of each and every other 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 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 set forth shall be binding on any corporation, person or persons, except in respect to breaches committed during the time such corporation, 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, 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 of 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.

## **12. CHANGES**

The Grantors or a majority of the Architectural Control Committee may from time to time make amendments or grant exceptions to any of the Articles hereof, without the consent of any of the owners of the other lots of the subdivision.

## **13. DURATION**

All of the restrictions and covenants herein set forth 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, through or under it, or them, for a period of 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 15 years each; provided, however, that any time within five years prior to the expiration of the first 25 year period, or within five years of the expiration of any 15 year period thereafter, the owners of the legal title

to the lots having at the time more than Fifty (50) percent 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 25 year period or at the end of any successive 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.