

ALBUQUERQUE, NEW MEXICO

RECORD AND RETURN
TO RIO RANCHO ESTATES
1429 CENTRAL AVE., N. W.
ALBUQUERQUE, NEW MEXICO

27202

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS FOR

- LOTS 1 THRU 38 INCLUSIVE, OF BLOCK 85
- LOTS 1 THRU 34 INCLUSIVE, OF BLOCK 86
- LOTS 1 THRU 30 INCLUSIVE, OF BLOCK 87
- LOTS 1 THRU 19 INCLUSIVE, OF BLOCK 88
- LOTS 1 THRU 6 INCLUSIVE, OF BLOCK 89
- LOTS 1 THRU 21 INCLUSIVE, OF BLOCK 90
- LOTS 1 THRU 33 INCLUSIVE, OF BLOCK 91
- LOTS 1 THRU 24 INCLUSIVE, OF BLOCK 92
- LOTS 1 THRU 22 INCLUSIVE, OF BLOCK 93
- LOTS 1 THRU 29 INCLUSIVE, OF BLOCK 94
- LOTS 1 THRU 6 INCLUSIVE, OF BLOCK 95
- LOTS 1 THRU 28 INCLUSIVE, OF BLOCK 96
- LOTS 1 THRU 27 INCLUSIVE, OF BLOCK 97
- LOTS 1 THRU 28 INCLUSIVE, OF BLOCK 98
- LOTS 1 THRU 32 INCLUSIVE, OF BLOCK 99
- LOTS 1 THRU 23 INCLUSIVE, OF BLOCK 100
- LOTS 1 THRU 23 INCLUSIVE, OF BLOCK 101
- LOTS 1 THRU 35 INCLUSIVE, OF BLOCK 102
- LOTS 1 THRU 25 INCLUSIVE, OF BLOCK 103
- LOTS 1 THRU 37 INCLUSIVE, OF BLOCK 104
- LOTS 1 THRU 20 INCLUSIVE, OF BLOCK 105
- LOTS 1 THRU 19 INCLUSIVE, OF BLOCK 106
- LOTS 1 THRU 34 INCLUSIVE, OF BLOCK 107
- LOTS 1 THRU 26 INCLUSIVE, OF BLOCK 108
- LOTS 1 THRU 24 INCLUSIVE, OF BLOCK 109
- LOTS 1 THRU 29 INCLUSIVE, OF BLOCK 110
- LOTS 1 THRU 30 INCLUSIVE, OF BLOCK 111
- LOTS 1 THRU 29 INCLUSIVE, OF BLOCK 112

OF UNIT 17 OF

RIO RANCHO ESTATES

A SUBDIVISION IN SANDOVAL COUNTY, NEW MEXICO,
AS SHOWN AND DESIGNATED ON A PLAT THEREOF
ENTITLED "COMMERCIAL BLOCK T, MULTIPLE
BLOCK TT, AND BLOCKS 85 THRU 112, UNIT SEVENTEEN,
RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT,
SANDOVAL COUNTY, NEW MEXICO", FILED IN THE
OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY,
NEW MEXICO ON THE SIXTEENTH DAY OF APRIL, 1969
IN RIO RANCHO ESTATES PLAT BOOK NO. 1,

PAGE NO. 84

AND

- FOR LOTS 1 THRU 33 INCLUSIVE, OF BLOCK 113
- LOTS 1 THRU 42 INCLUSIVE, OF BLOCK 114
- LOTS 1 THRU 18 INCLUSIVE, OF BLOCK 115
- LOTS 1 THRU 27 INCLUSIVE, OF BLOCK 116
- LOTS 1 THRU 28 INCLUSIVE, OF BLOCK 117
- LOTS 1 THRU 17 INCLUSIVE, OF BLOCK 118
- LOTS 1 THRU 35 INCLUSIVE, OF BLOCK 119
- LOTS 1 THRU 40 INCLUSIVE, OF BLOCK 120
- LOTS 1 THRU 42 INCLUSIVE, OF BLOCK 121
- LOTS 1 THRU 16 INCLUSIVE, OF BLOCK 122

STATE OF NEW MEXICO }
COUNTY OF SANDOVAL } SS

- 1 - THIS INSTRUMENT FILED FOR RECORD ON

1969 APR 23 PM 3:18

RECORDED BY *Misc 33*
OF REC'D BY SANDOVAL COUNTY CLERK
JOHNIE ARBUJQUE
CLERK & REC'D

396

LOTS 1 THRU 16 INCLUSIVE, OF BLOCK 123
LOTS 1 THRU 23 INCLUSIVE, OF BLOCK 124
LOTS 1 THRU 16 INCLUSIVE, OF BLOCK 125
LOTS 1 THRU 20 INCLUSIVE, OF BLOCK 126
LOTS 1 THRU 22 INCLUSIVE, OF BLOCK 127
LOTS 1 THRU 40 INCLUSIVE, OF BLOCK 128

OF UNIT 17 OF

RIO RANCHO ESTATES

A SUBDIVISION IN SANDOVAL COUNTY, NEW MEXICO, AS SHOWN AND DESIGNATED ON A PLAT THEREOF ENTITLED "BLOCKS 113 THRU 128, UNIT SEVENTEEN, RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO, ON THE SIXTEENTH DAY OF APRIL, 1969 IN RIO RANCHO ESTATES PLAT BOOK NO. 1, PAGE NO. 85

WHEREAS, THE UNDERSIGNED, RIO RANCHO ESTATES, INC., a New Mexico corporation, is the owner of the blocks designated above, all of which are at the present time wholly and totally unrestricted in their use and occupancy; and

WHEREAS, RIO RANCHO ESTATES, INC., for the mutual benefit and enjoyment of purchasers of lots within each of the blocks designated above, desires to place thereon certain protective covenants, building restrictions and conditions as to the use and occupancy thereof,

NOW, THEREFORE, the following Protective Covenants, Building Restrictions and Conditions are imposed on the above described, as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings and accessory buildings such as garages, garden houses and the like. There shall not exist on any lot at any time more than one residence. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected on any lot shall at any time be used as a residence, either temporarily or permanently. No structure on any lot shall be higher than a two story house.

2. No building shall be erected, placed or permitted to remain on any lot which has an area of less than 10,890 square feet or a width of less than 70 feet on a line 25 feet from the front lot line. No building shall be located nearer than 25 feet to the front lot line or nearer than 20 feet to the rear lot line or nearer than 5 feet from a side lot line. Easements and rights-of-way are hereby reserved unto Rio Rancho Estates, Inc. for construction, installation and maintenance

of any and all utilities, such as electric light, gas line, drains, sewers, roads, water supply lines, telephone and telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a five foot width along the rear and side lines of every lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines".

3. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of the commencement of construction.

4. Right of access is hereby reserved to Rio Rancho Estates, Inc. for general improvements of any person's premises or premises of Rio Rancho Estates, Inc., but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.

5. No dwelling containing less than 900 square feet of living area, exclusive of garages, carports and accessory buildings, shall be permitted on any lot. Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of New Mexico, and all government agencies having jurisdiction.

6. No structure shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by an Architectural Committee to be designated from time to time by the Board of Directors of Rio Rancho Estates, Inc., a New Mexico corporation. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant at any time.

In the event that there is no committee in existence with authority to act as stipulated herein, or in the event that such committee or its designated representatives fail to approve or disapprove any design and location or the kinds of material to be used in a structure within

thirty (30) days after written request to do so, then such approval of the committee or its designated representatives will not be required.

In no event will the required approval be unreasonably withheld, nor will any charge be made for said approval.

7. No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.

8. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of Rio Rancho Estates. For this purpose, any fence or hedge erected or maintained which shall exceed four feet in height must have prior approval of the Architectural Committee.

9. No sign or advertisement of any kind, other than name plates or professional signs not to exceed one square foot in area, shall be erected or maintained on the premises without the written approval of the Architectural Committee.

10. Sale of the above described lots shall include all rights of Rio Rancho Estates, Inc. in and to the street, road, or highway fronting on the same to the centerline, subject, however, to the rights of all others to the use of same as public or private highways. Rio Rancho Estates, Inc. hereby reserves the right to dedicate to public use any or all streets, roads, and highways abutting the property affected hereby and elsewhere in Rio Rancho Estates, without the consent of any owners of the property in the subdivision. Rio Rancho Estates, Inc. hereby reserves the right to amend these Covenants and Building Restrictions, provided that the then owners of a majority of the lots covered by these Covenants and Building Restrictions consent to such amendments.

11. No lot shall be used in whole or in part for any commercial purpose. Nor shall any lot be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit

foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.

12. Rubbish and garbage must be kept in suitable containers and moved from lots in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on lots or on any part of Rio Rancho Estates, except in such places as may be specifically designated and approved for such purposes by the county or municipal authorities.

13. Rio Rancho Estates, Inc. reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats hereinabove described, provided such change or replat shall not interfere with ingress or egress to the property of any lot not owned by Rio Rancho Estates, Inc., or alter the size of any lot not owned by Rio Rancho Estates, Inc.

14. All of the reservations, restrictions, easements and conditions contained herein shall be deemed covenants running with the land described hereinabove, and shall be binding upon all successive owners thereof.

15. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. Invalidity of any one of the covenants contained herein by judgment, court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, said Owner has hereunto caused this instrument to be signed and sealed on the the 21st day of April, 1969.

ATTEST:

Sara M. McLean
Assistant Secretary

RIO RANCHO ESTATES, INC.

BY *John E. Sommerhalder*
Vice President

STATE OF NEW MEXICO) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 21st day of April, 1969 by John E. Sommerhalder, Vice President of RIO RANCHO ESTATES, INC., a New Mexico corporation, on behalf of said corporation.

Catherine E. Adams
Notary Public

My commission expires:
11-25-72.