

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

UNIT I, GLENWOOD HILLS NORTH

TO THE

CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN SERVICES CORPORATION, a New Mexico corporation, hereinafter called "Grantor" being the owner of UNIT I, GLENWOOD HILLS NORTH Subdivision in Albuquerque, Bernalillo County, New Mexico being described as:

Lots One (1) through Five (5), in Block One (1);

Lots One (1) through Fifty Seven (57), in Block Two (2);

Lots One (1) through Three (3), in Block Three (3);

Lots One (1) through Fifty Seven (57), in Block Four(4);

Lots One (1) through Forty Nine (49), in Block Five (5);

Lots One (1) through Twenty Seven (27), in Block Six (6);

Lots One (1) through Fourteen (14), in Block Seven (7);

Lots One (1) through Twenty Two (22), in Block Eight (8);

Lots One (1) through Nineteen (19), in Block Nine (9);

Lots One (1) through Sixteen (16), in Block Ten (10); and

Lots One (1) through Six (6) in Block Eleven (11) of the corrected and Amended Replat of UNIT I, GLENWOOD HILLS NORTH 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 April 3, 1979, hereby declares that it has established, and does hereby establish a general plan for improvement, development and restrictions of said property, subject to which all lots and portions of lots in said subdivision shall be sold and conveyed, except tracts A, B, C and D, as shown on said plat, as herein setforth.

DEFINITIONS

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

A corner lot is one which abuts on more that one street, and in the absence of any other designation shall be deemed to front on the street on which it has the largest 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, conditions, reservations and restrictions, which are to run with the land and shall be binding upon all parties and 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, with the exception of Tracts A, B, C and D which are zoned SU-1.
- 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.
- 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 and patios. For dwellings of more than one (1) story, the ground floor area shall not be less than 1200 square feet of enclosed heated living area.
- d. No building shall be erected, altered, placed or permitted to remain on any such lot that will exceed a total height from ground level to roof peak of twenty six (26) feet. Ground level shall be defined as the highest pad elevation on any single lot, as shown on the grading plans on file at the office of American Services Corporation. All lots with two (2) pad elevations (split level) may exceed two stories, but shall not exceed twenty six (26) feet in height from the highest pad elevation on that lot, as defined on said grading plans.
- e. The following lots shall be restricted to construction of single story dwellings only:

Lots Thirteen (13) through Twenty Three (23), in Block Two (2) ;

Lots Thirty Nine (39) through Forty Eight (48), in Block Two (2) ;

Lots Fifty Three (53) through Fifty Six (56), in Block Two (2) ;

- f. No building, structure or improvement may be build, placed or stored on Lot Fifty Seven (57), Block Two (2), except a driveway and landscaping.
- g. No building or any part thereof, including garages, shall be erected on any lot closer than twenty five (25) feet to the front street line, or closer than fifteen (15) feet to the rear lot line, (except that on the following lots no building or any part thereof, including garages, shall be erected on any of the following lots closer than twenty five (25) feet from the rear lot line.

Lots one (1) through Five (5), in Block One (1) ;

Lots Eighteen (18) through Twenty Two (22), in Block Two (2) ;

Lots Thirty Nine (39) through Forty Three (43), in Block Two (2) ;

Lots Forty Six (46) and Forty Seven (47), in Block Two (2) ;

Lots One (1) through Three (3), in Block Three (3) ;

Lots One (1) through Four (4), in Block Four (4); and the following which shall be Fifty (50) feet from the rear lot line;

Lots Fifteen (15) through Seventeen (17), in Block Two (2) or closer that 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 that ten (10) 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 setback lines. For the purpose of this paragraph, eaves, steps, and equipment pads shall not be considered as bare of the building. Where more that one log 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 to the set back requirements where in the discretion of the Committee, strict enforcement of the set back provisions would work an extreme hardship.

1. COMMITTEE ARCHITECTURAL CONTROL

An 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 (one of which shall be a member of the Glenwood Hills Homeowners Association) 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 year term, shall be appointed by a majority of the residential lot owners in Glenwood Hills North, 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 behalf of the committee, and in the event of any conflict, a majority of the Committee shall rule.

Before anyone shall commence the construction, remodeling, addition to, or alteration of any 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:

- a. A complete set of plans, including but not limited to, foundations, floor plan, elevations, details, specifications and a plot plan showing the location of the structure on the lot.
- b. 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 upon any lot unless and until the complete set of final plans therefore have received such approval as herein provided.

The committee shall have the right to disapprove any plans, specifications or details submitted to it aforesaid, in the event such plans and specifications are not in accord with all the provisions of these restrictions, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings or in harmony of 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 the welfare and rights of all or any part of UNIT I, GLENWOOD HILLS NORTH 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 UNIT I, GLENWOOD HILLS 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 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.

1. WALLS AND FENCES

not be removed by either property owner. Liability as between the owners with respect to Retaining walls shall be party walls if placed on the common property line between two (2) lots and shall 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 in keeping with the structural design of the dwelling and 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 that exceeds eight (8) feet in height and in the case of tennis courts must have specific variance approval from the City of Albuquerque and the Architectural Control Committee.

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.

No improvements, walls, fences or other obstructions may be placed in the drainage easement on the following lots;

Lots Fifteen(15) through Twenty Three (23) in Block Two (2);

Lots Thirty Nine (39) through Forty Three (43), in Block Two (2);

Lots Forty Six (46) through Forty Seven (47), in Block Two (2);

6. DRAINAGE AND EROSION CONTROL

Each lot owner shall be responsible and pay for all erosion control and maintenance of the rear of their property which abuts a drainage control ditch, and shall hold harmless the City of Albuquerque and Grantor from any expense, maintenance and liability connected therewith, of the following lots;

Lots One (1) through Five (5), in Block One (1);

Lots One (1) through Three (3), in Block Three (3); and

Lots One (1) through Four(4), in Block Four (4).

7. 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.

8. 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.

9. OIL AND MINERAL OPERATIONS

No oil drilling, oil development, oil refining, derrick or other structures designed for the 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.

10. 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.

11. MISCELLANEOUS

The construction or maintenance of bill-board, 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 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 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 impedimenta.

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 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, 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 or earth tone colors with no bright or gaudy colors being allowed.

12. 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, 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 set forth shall be binding on any corporation, person or persons, 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, assign, 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 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.

13. 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.

14. 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 Counts, New Mexico, and shall automatically be extended for successive periods of fifteen (15) years each; provided, however, hat at any time within five (5) years prior of the expiration of the first twenty-five (25) year period, or within five (5) years of the expiration of any fifteen (15) 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 purposes and filing same for record in the manner then required for the recording of land instruments.

IN WITNESS WHEREOF, AMERICAN SERVICES CORPORATION, have caused this instrument to be executed this 10thday of April, 1979

ATTEST: AMERICAN SERVICES CORPORATION

BY Joyce Chenault Kenneth E. Conner

Assistant Secretary Executive Vice President

AMENDMENT TO PROTECTIVE COVENANTS AND
RESTRICTIONS FOR UNIT I GLENWOOD HILLS
NORTH TO THE CITY OF ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: That American Services Corporation is the record holder of title representing in excess of seventy-five percent (75%) of the total single family residential lot owners of Unit I, Glenwood Hills North Subdivision as the same is shown on the corrected and amended plat of Unit I, Glenwood North Subdivision filed in the office of the County Clerk of Bernalillo County New Mexico on April 3, 1979.

RECITALS:

1. The Protective Covenants heretofore referenced were executed April 10, 1979 and filed of record April 11, 1979 in Book Misc. 681, pages 943-950, records of Bernalillo County, New Mexico.
2. American Services Corporation, 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 Covenants wishes to amend certain portions of the covenants in accordance with the provisions of paragraph 13 thereof, as hereinafter stated;

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

1. The first full sentence of Article 1. Land use and Building Types sub-paragraph g is amended to read as follows:

"g. No building or any part thereof, including garages, shall be erected on any lot closer than twenty (20) feet to the front property line, or closer that fifteen (15) feet to the rear lot line, (except that on the following lots no building or any part thereof, including garages, shall be erected on any of the following lots closer that twenty-five (25) feet from the rear lot 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 22 day of August 1979.

ATTEST: AMERICAN SERVICE CORPORATION

By Joyce Chenault Kenneth E. Conner

Assistant Secretary Executive Vice President

STATE OF NEW MEXICO)

) SS. COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 22 day of August, 1979, by Kenneth E. Conner, Executive Vice President of American Service Corporation, a New Mexico corporation, on behalf of said corporation.