

UNIT II

PROTECTIVE COVENANTS PLACED UPON LOTS IN BLOCKS
NUMBERED 5, 8, 9, 11, 12, 13, 14, and 15, INCLUSIVE, OF
UNIT TWO, GLENWOOD HILLS,
A SUBDIVISION IN ALBUQUERQUE, NEW MEXICO

WHEREAS, the undersigned present owner of Lots 22 through 31, inclusive, of Block 5, Lots 12 through 22, inclusive, and Lots 27 through 30, inclusive, of Block 8; Lots 9 and 10 in Block 9; all of Blocks 11 and 12; Lots 1 through 11, inclusive, and Lots 19 through 25, inclusive, Block 13; Lots 4 through 24, inclusive, in Block 14; and Lots 13 through 21, inclusive and Lots 26 and 27 in Block 15; in Unit Two, Glenwood Hills, a Subdivision of Albuquerque, New Mexico, has herewith filed a Plat and Dedication thereof in the office of the County Clerk and Ex-Officio Recorder of Bernalillo Country, New Mexico; and

WHEREAS, it is the desire and intention of the undersigned to create and establish and there is hereby created and established by these presents a general building plan for all the lots and blocks immediately hereinabove set forth, enuring to the benefit of and creating correlation duties in the undersigned, and all subsequent purchasers and grantees from any of the undersigned having as its objective the establishment, creation and maintenance of a high-class type residential district; and

WHEREAS, it is the intention of the undersigned by this declaration of building restrictions to charge the herein described premises with said building restrictions and subsequently created building restrictive covenants hereinafter set forth.

NOW, THEREFORE, the undersigned being the owner of the lands now affected by the filing of the plat of Unit 2, Glenwood Hills, a Subdivision of the City of Albuquerque, Bernalillo County, New Mexico, on even date herewith:

There is hereby created and established a building plan for the improvements of said Subdivision and to be followed in the erection of said Subdivision and to be followed in the erection of any dwelling places or buildings hereinafter allowed to be constructed for use in connection therewith, and for use and occupancy of any of the premises which hereafter shall be granted and conveyed by the undersigned; said common building plan and development project shall consist of the following listed building restrictions which upon acceptance of a deed to any lot in said subdivision shall ripen into restrictive covenants which shall run with the land and to be approved, accepted and assumed by all grantees of said premises of the undersigned and the heirs and assigns of said grantees; all the premises described in and appearing on the Plat of Unit 2, Glenwood Hills, a Subdivision of the City of Albuquerque, New Mexico, recorded coincident herewith are hereby charged with the said building and development plan and restrictions in the following manner and particulars, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a

majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. All lots as shown on the plat recorded coincident herewith shall be known and described as residential lots.

4. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling and one related outbuilding, if desired, one of which shall contain a double garage which must be maintained as such.

5. No building shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design of existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of Forrest L. Brown, Sam Rankin and Robert L. Johnsen, or a representative designated by a majority of the members of this committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with the like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans or specifications have been submitted to it or in any event if no suit to enjoin the erections of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1982. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. [Extended to January 1, 2002 by a majority of record owners in December 1981]

6. No building shall be located on any residential building plot nearer than thirty feet to the front lot line, nor nearer than twenty five feet to any side street line nor nearer than

ten feet to any side lot line, except that on Lots 17 through 27, inclusive, of Block 11, no buildings shall be located nearer than twenty feet to the front lot line, and that on Lots 22 through 27, inclusive, and Lot 31 in Block 5, Lots 19 through 22, inclusive, Lots 27 through 30, inclusive, and Lot 12 in Block 8, and Lots 9 and 10 in Block 9, no buildings shall be located nearer than 7 1/2 feet to any side lot line.

7. No walls or hedges of a height more than two and one half feet shall be placed in front of any lot in this subdivision.

8. The minimum lot width at the front building line shall in all events be no less than 80 feet.

9. No business, trade or offensive activity of any kind shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. The ground floor area of the main structure, exclusive of porches and garages, shall be no less than 1800 square feet, except that for Lots 22 through 27, inclusive, and Lot 31 in Block 5, Lots 19 through 22, inclusive, Lot 27 through 30, inclusive, and Lot 12 in Block 8, and Lots 9 and 10 in Block 9, the minimum such ground floor area, exclusive of porches and garages, shall be 1500 square feet

12. An easement is reserved over the rear or side of each lot of the Subdivision for utility installation and maintenance, as more specifically shown on the Plat thereof. Also certain valuable considerations are hereby granted to Mountain States Telephone and Telegraph Co. and the Public Service Company of New Mexico, to their successors and assigns, the right, privilege and authority to construct, operate and maintain their lines and pipes, cables, wires, and fixtures upon and along the roads, streets or highways which adjoining the said property with the right to permit the attachment of the wires and fixtures of any other company and the right to trim any trees along said line so as to keep the wires cleared at least 48 inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires. This right of way grants only the right, privilege and authority to place the necessary anchors and associated guy wires and poles and wire or cable within the easement shown on the Plat of said Subdivision recorded coincident herewith.

13. Garages and outbuildings shall conform in construction and design to the construction and design of the main building.

14. No house on the property shall remain unfinished for longer than nine (9) months, following the date of commencement of construction.

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

16. Any residence erected on any of the corner lots of this subdivision shall present a good appearance on both streets.

17. Where externally visible air conditioners are to be erected or installed, plans for such erection or installation shall first be approved, in writing, by the Architectural Control Committee.

18. It shall be the responsibility of the owner of vacant lots to keep said lots clear of trash, rubbish or noxious material.

19. Fallout shelters may be built on any lot before or after construction of homes, provided the written approval of the Architectural Control Committee is first obtained.

CORPORATE SEAL AFFIXED THE GLENWOOD CORPORATION

By: s/ Robert L Johnsen
Robert L. Johnsen, President

Attest:

s/ James M. O'Toole _____

James M. O'Toole, Secretary

Filed for record on Oct.23, 1961

STATE OF NEW MEXICO) in Vol. D616, Folio 81

) ss. By s/ Emma Gonzales Clerk & Recorder

County of Bernalillo) Bernalillo County

On this 18th day of October, 1961, before me personally appeared Robert L. Johnsen, to me personally known, who being by me duly sworn, did say that he is President of The Glenwood Corporation, a corporation organized under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said Robert L Johnsen acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal on this the day and year first above written.

s/ Cora R. Herbert
Notary Public

My commission expires Nov. 17, 1963

Reviewed Dec. 2004