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ZIA ABSTRACT AND TITLE CO.  
2929 MONTA VISTA, N. E.  
ALBUQUERQUE, NEW MEXICO

RANCHOS DE PLACITAS

A SUBDIVISION

SANDOVAL COUNTY, NEW MEXICO

RESTRICTIVE COVENANTS IMPOSED UPON LOTS FOR UNIT IV OF

RANCHOS DE PLACITAS

EXCEPT LOT 114

A SUBDIVISION, SANDOVAL COUNTY, NEW MEXICO.

KNOW ALL MEN BY THESE PRESENTS, THAT THE undersigned owners and proprietors of a certain tract of land in Sandoval County, New Mexico, lots for UNIT IV of RANCHOS DE PLACITAS, a subdivision, filed in the office of the County Clerk of Sandoval County, New Mexico, on the 2nd day of June, 1964, do hereby declare the creation and existence of restrictive covenants in the said subdivision which said restrictions are as follows, 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 June 2, 1984, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a three-fourths majority of them, then the record owners of the lots will agree 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 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 way affect any of the other provisions which shall remain in full force and effect.
4. All lots shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling and related out building, except that this provision shall not prevent the combination of two adjoining lots for one such dwelling.
5. No building shall be located on any residential lot nearer than 75 feet to the center line of the road running along the front lot line, nor nearer than 75 feet to the center line of any side street. No building, except a detached garage or other out building located



75 feet or more from the center line of the road at the front lot line shall be located nearer than 25 feet to any side lot line. Further, no building shall be located on any residential lot nearer 100 feet to any building, conforming to these Covenants, situated on any adjacent lot, except with the written consent of the record owner of the adjacent lot.

6. No livestock, except household pets or riding horses, shall be kept on the premises, and under no condition shall any chickens or other poultry be kept on said premises. In no case will a nuisance of any type be maintained.

7. No residential structure shall be erected or placed on any residential lot, which lot has an area of less than 69,525 square feet (or 1.5) or a width of less than 150 feet at the front building set-back line. Except lot 157.

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

9. No trailer, basement, tent, shack, garage, or other out building erected on any lot shall be at any time used as a residence temporarily or permanently.

10. The ground floor area of the main structure, on any residential lot, exclusive of porches and garages, shall be no less than 1,500 square feet. The maximum building height shall be seventeen feet (17'), exclusive of chimneys, measured from the natural ground at the highest point adjacent to the building, except that higher structures will be permitted with the written consent of the record owners of all adjacent lots and lots across a street.

11. All buildings are to be finished as to exterior within nine (9) months from start of construction.

12. Outdoor privies are forbidden and each residence shall be provided with a method of sewage disposal meeting all requirements contained in Chapter XI of the Federal Housing Administration Minimum Property Standards in effect at the time of construction, or meeting the recommended standards of the Bernalillo County Health Department (for Bernalillo and Sandoval Counties). Garbage and waste shall be kept in a covered metal container and shall be stored and disposed of in a manner approved by the Bernalillo County Health Department.

13. Natural vegetation will be left undisturbed, except for access to property, clearing of building sites, or establishment of lawns and flowers within the immediate vicinity of the dwelling.



14. All buildings on all residential lots shall be of good architectural design and plans must be submitted to developer for written approval prior to commencing construction.

15. Access roads, to be provided by developers of this Subdivision, will be as follows:

a. The main entry road, to be known as Juniper Road, will be a minimum of 20' crowned driving surface with a 7' drainage ditch on each side, except for arroya crossings. Substantial all weather crossings of adequate dimensions will be provided for all arroyas crossed by subdivision access roads.

b. All other access roads will be of the minimum dimensions described.

16. Easements are reserved for utility installation and maintenance as indicated on the above described Plat.

17. Garages and out buildings shall conform in construction and design to the construction and design of the main building.

18. Any building erected on any lot of this subdivision shall present a good appearance on all streets.

19. No windmills or wind charges will be erected on any lot.

20. Butane tanks and water-storage tanks must conform to State regulations and will be located so as not to distract from the appearance of any lot.

21. No residential lot may be subdivided nor may a portion of a residential lot be sold except a lot containing four or more acres may be subdivided into two portions, each containing two or more acres, and either of the two portions may be sold separately.

CIMARRON CORPORATION

By

*Joseph H. Brown*  
Vice-President

ATTEST:

*William C. Brown*  
Secretary

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