

Book 280/198

Restrictive Covenants Imposed Upon  
Blocks 1, 2, 3, 4 and 5, Unit No. 2  
GLENWOOD HILLS SOUTH,  
an addition to the City of  
Albuquerque, New Mexico

The undersigned, Affiliated Mortgage & Development Co., being the owner of a tract of land located in Section 2, Township 10 North, Range 4 East, N.M.P.M., in the City of Albuquerque, New Mexico, and more particularly described as follows:

Lots 1 through 30 inclusive, Block 1  
Lots 1 through 20 inclusive, Block 2  
Lots 1 through 19, inclusive, Block 3  
Lots 1 through 37, inclusive, Block 4  
Lots 1 through 24, inclusive, Block 5,  
all in UNIT No. 2, GLENWOOD HILLS SOUTH, an addition to the City of Albuquerque, New Mexico, as the same are shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 12th day of October, 1972,

and

Lots 25 through 31, inclusive Block 5,  
being a replat of Lots 25 through 33 inclusive, in Block 5, all in UNIT No. 2, GLENWOOD HILLS SOUTH, an addition to the City of Albuquerque, New Mexico, as the same are shown and designated on the replat filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 13th day of November, 1972,

does hereby declare and impose the following protective covenants and restrictions upon said land:

1. No dwelling shall be erected or placed on any lot having a width of less than 75 feet (75') at the minimum building setback line; excepting cul-de-sac lots where the width may be no less than 55 feet (55') at the minimum building setback line, and Lots 25, 26 and 27 in Block 4, where the width may be no less than 63 feet (63') at the minimum building setback line, or an area of less than 8,500 square feet.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two (2) nor more than three (3) cars.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All construction shall be completed within six (6) months from the date of commencement. Furthermore, no existing building shall be altered, remodeled, or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in paragraph 13 hereof.

4. No antennas (radio, television or others) shall be erected upon any lot or dwelling without the prior approval of the Architectural Control Committee. Approval shall be as provided in paragraph 13 hereof.

5. The total area of the main structure of any dwelling, exclusive of detached servant's quarters, open porches, garages, or other appurtenant structure, shall be not less than 1,800 square feet, and in the case of dwellings of more than one story, the ground floor area shall be not less than 1,000 square feet. In cases of split-level dwellings, it shall be the duty of the Architectural Control Committee to determine what constitutes ground floor area as distinguished from basements.

6. No building shall be located on any lot nearer than 25 feet (25') to the front lot line, or nearer than 15 feet (15') to the side street line, except that the dwelling may be located 20 feet (20') from the front lot line on cul-de-sac lots, if approved by the Architectural Control Committee. No dwelling shall be constructed on any lot so that the sum of the side yard setbacks is less than 15 feet (15'), nor shall any structure be erected nearer than five feet (5') to an inside property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that eaves, steps, or open porches may not be constructed nearer than four feet (4') to an inside property line, nor shall this be construed to permit any porch of a building on a lot to encroach upon another lot.

Affiliated Mortgage & Development Co. reserves to itself and the Architectural Control Committee, for either to change the building setback lines on any lot so long as it holds legal title to such lot; and likewise reserves the right to change the same after it has parted with such legal title, provided the consent of the owner of such lot is first obtained.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat of said addition.
8. No noxious 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.
9. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, providing that they are not kept, bred, or maintained for any commercial purpose.
10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No structure of a temporary character - trailer, basement, tent, shack, garage, barn, or other outbuilding - shall be used on any lot at any time as a residence either temporarily or permanently.
12. Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared of all weeds, trash, and other detracting impedimenta, keeping in mind the beautification of the addition.
13. The Architectural Control Committee is composed of: Daniel E. Boyle, Travis B. Shaw, Lloyd N. Strosnider, Lawrence D. Stroup, and Charles A. Haegelin, all of Albuquerque, New Mexico. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Affiliated Mortgage & Development Co., or a majority of the Architectural Control Committee, may from time to time make amendments and/or exceptions to these restrictions, covenants and reservations without the consent of any of the owners of any of the other lots in Unit No. 2, Glenwood Hills South.

16. Enforcement 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.

17. 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.

18. No fence or garden wall, except necessary retaining walls of minimum height, shall be erected between the front building setback line and the front property line. On corner lots, no side street fence or wall, except necessary retaining walls of minimum height, shall be erected or allowed to remain nearer to the front street than the rear of the dwelling, except by written permission of the Architectural Control Committee, nor nearer the side street than the side property line.

19. Mechanical variance: A 2" tolerance variation is allowable to accommodate mechanical variances of construction from the minimum distance requirements from interior lot lines.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals  
this 10th day of November, 1972.

ATTEST: AFFILIATED MORTGAGE & DEVELOPMENT CO.,  
/s/ Monte R. Singleterry, Secretary /s/ Charles A. Haegelin, Vice-President

STATE OF NEW MEXICO    )  
                                  ) ss  
COUNTY OF BERNALILLO    )

The foregoing instrument was acknowledged before me this 10th day of November,  
1972, by Charles A. Haegelin, Vice-President of Affiliated Mortgage & Development  
Co., a New Mexico corporation on behalf of said corporation.

/s/ Marilyn Fritz

Notary Public

My commission expires:  
2/13/74

State of New Mexico    )  
County of Bernalillo    ) ss  
This instrument was filed for record on

NOV 15 1972  
At 8:12 o'clock A.M. Recorded in Vol. 286  
of records of said county folio 198-201

/s/                   Clerk & Recorder  
.....Deputy Clerk