

DECLARATION OF COVENANTS, RESERVATIONS  
AND RESTRICTIONS FOR  
MATTHEW MEADOW

Albuquerque, Bernalillo County, New Mexico

Franklin Land Corporation, a New Mexico Corporation, and Suburban Land Corporation, a New Mexico Corporation, hereinafter called "the original owners", having their principal place of business at Albuquerque, New Mexico, being the owners of Matthew Meadow, a subdivision in Bernalillo County, New Mexico, the plat thereof being filed in the office of the County Clerk of Bernalillo County on the 22nd day of November, 1977, has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions thereof, excepting tract A, B, C, D, and E, shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of the subdivision except Tracts A, B, C, D, and E, and shall apply to and bind all subsequent owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

I.

USE OF LAND

(a) Such lots, and each and every one thereof, are for single-family residential purposes only. No lot, or group of lots, included in this subdivision may be redivided so as to increase the number of lots contained therein or materially reduce the size of any of such lots except that the original owners shall have the right to redivide the lots contained in

Block five (5) so long as the resulting lots comply with the existing requirements of the R-A-2 zone. This provision shall not prevent the combination of two or more adjoining lots for one dwelling.

(b) No business uses or activities of any kind whatsoever shall be permitted or conducted on any of the lots or portions thereof; nor shall any signs of a commercial nature (except for one "For Rent" or "For Sale" sign per lot) be allowed.

(c) No buildings or structures shall be moved from other locations onto said lots, and all improvements erected upon the premises shall be of new construction.

(d) Animals and livestock shall be permitted as provided in the Zoning Ordinance of the City of Albuquerque for R-A-2 Zoning, but no such animals or livestock shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance.

(e) Each lot shall be maintained free of rubbish and the same shall be removed from the premises and not allowed to accumulate thereon. All garbage and trash shall be placed and kept in covered containers, in a location not visible from neighboring property.

There shall be no storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, vehicle, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the subdivision.

(f) No house trailer shall be parked on any lot, nor shall any trailer, basement, tent, shack, garage or other out-building be used as a residence, temporarily or permanently.

(g) No chinese elms, cotton-bearing cottonwood trees or Bermuda grass shall be planted or maintained on any lot.

(h) In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt

or repaired to conform to this declaration, or all the remaining structures, including the foundations and all debris, shall be removed from the lot.

(i) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the original owner and/or builder of a major portion of the houses in the subdivision to maintain, during the period of construction and sale of the lots, upon such portion of the premises as such owner and/or builder may choose, such facilities as, in the sole opinion of such owner or builder shall be reasonable required, convenient or incidental to the construction and sale of said property, including but without limitation, a sales office, construction and storage area, signs, and model houses.

## II.

### ARCHITECTURAL CONTROL

(a) An Architectural Control Committee is hereby established, consisting of Clarence E. Ashcraft, Chairman, Ernest F. Ashcraft, Carolyn Burton and Jim Findley, to serve for a period of five (5) years from the date hereof and until their successors are appointed and qualify. Vacancies occurring either before the end of or as a result of expiration of such five (5) year term shall be filled by the members of the Committee provided that within thirty (30) days of any appointment, owners of a majority of the lots may select other appointees in their stead.

(b) Before anyone shall commence the construction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, coping, tank, visible air conditioner, radio or television antenna more than five (5) feet above a building, mail or delivery boxes, or other structure whatsoever, on any lot, there shall be submitted to the Architectural Control Committee, at the business office of the Chairman, two complete sets of the plans and specifications for said work and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans,

elevations and specifications therefor have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property of the wall, fence, coping, or other structure proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.

(c) The Architectural Control Committee is authorized to charge not more than \$20.00 for review of plans for structures and alterations.

(d) The Architectural Control Committee shall approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Committee. In the event the Committee fails to act thereon within thirty (30) days after the plans have been submitted to it, the plans shall be deemed approved.

(e) Residential style and design throughout the subdivision shall be generally of southwestern motif, such as territorial, ranch Mediterranean, adobe and other harmonious styles. Colonial, Victorian, modern, redbrick and other construction and style of similar nature will not be permitted. No exposed roof-mounted heating or air conditioning equipment shall be permitted; provided, however, that the Architectural Control Committee may grant exceptions, upon written request, if there is no feasible alternative. Walls, and fences not attached to the residence shall be of wood construction and principally for screening and decorative purposes, with hedges and plants preferred. All walls attached to the residence shall be of the same exterior finish as the exterior walls of the residence. No fence on any lot line shall be permitted to exceed six (6) feet in height.

(f) The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted, in the event

such plans and specifications are not in accord with all the provisions of this declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings, or if the plans and specifications submitted are incomplete, or if the Committee deems said plans and specifications contrary to the spirit and intent of these restrictive covenants, or contrary to the interest, welfare and rights of all or any part of this subdivision. The Architectural Control Committee shall have the right to grant (permit) exceptions to these restrictions if it can be shown that the exception is not detrimental to the best interest of the property owners in the subdivision and is consistent with the spirit and intent of the restrictions. The decision of the Committee in any of these matters shall be final.

(g) The Architectural Control Committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised after any work done pursuant to any requested changes of said plans and specifications.

(h) The exterior of all buildings on all lots shall be finished according to approved plans within eight (8) months of start of construction.

### III

#### MINIMUM AREA AND MAXIMUM HEIGHT OF RESIDENCES

All residences erected in the subdivision shall have a minimum heated floor space of at least 1800 square feet. The term "floor space" as used herein means the floor area of the residence structure only, exclusive of porches, covered or uncovered, basements or attics, out-buildings, garages or other similar building even though attached to the main building. No building shall exceed 26 feet in height from the normal ground level.

### IV

#### SETBACK REQUIREMENTS

Except by specific consent of the Architectural Control Committee,

no building shall be located on any lot nearer than 30 feet to the lot line. The said Committee may require greater setbacks where appropriate for preserving and enhancing an open and spacious feel area. No fencing of any kind shall be permitted closer than 10 feet to the front paroperty line and on corner lots, no fence of any kind shall be permitted closer than twenty (20) feet to the sidewalk unless specifically approved by the Architectural Control Commission.

V

WATER RIGHTS

All water rights on, in and under the entire subdivision are reserved to the original owners, its successors and assigns.

VI

TERM OF RESTRICTION

All of the restrictions and covenants set forth herein shall be binding upon the owners and their successors and assigns and all claiming by, through or under them, for a period of thirty (30) years from the date of the filing of this instrument in the office of the County Clerk of Bernalillo County, New Mexico, at which time said covenants and restrictions shall be automatically extended for periods of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than five percent (75%) of the lots in the subdivision, which instrument be recorded in the office of the County Clerk of Bernalillo County, New Mexico, within ninety (90) days prior to the expiration of the term hereof or any ten-year extension; provided, however, that during the initial thirty (30) year period the owners of not less than five percent (75%) of lots in the subdivision may at any time and from time to time release all of the lots hereby restricted from any or all of the restrictions and covenants, and may release all or part of the lots from any of the restrictions and covenants or may modify, c

these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Bernalillo County, New Mexico.

VII

REMEDIES FOR VIOLATIONS-INVALIDATIONS

(a) In the event of a breach or violation of any of these covenants and restrictions, other lot owners, or the original owners, or any member of the Architectural Control Committee, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, to recover damages for such breach, or both.

(b) No delay or omission on the part of the original owners, or any member of the Architectural Control Committee, or of the owners of other lots in the subdivision in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or conditions herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, or against the members of the Architectural Control Committee for and on account of failure or neglect to exercise any right, power, or remedy herein provided for in the event of breach of any of said covenants, restrictions, or conditions.

(c) Invalidation of any one of these covenants, restrictions, reservations, conditions or any portion thereof by judgment or court order shall in no wise affect the validity of any of the other provisions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, said owners have executed this instrument this 27th day of December, 1977.

SUBURBAN LAND CORPORATION,  
a New Mexico Corporation

/s/

by: Clarence E. Ashcraft

FRANKLIN LAND CORPORATION,  
a New Mexico Corporation

/s/

By: Ernest F. Ashcraft  
Ernest F. Ashcraft, President

STATE OF NEW MEXICO    )  
                                  ) ss.  
COUNTY OF BERNALILLO    )

The foregoing instrument was acknowledged before me this 27th day of December, 1977, by Clarence E. Ashcraft, president of Suburban Land Corporation, a New Mexico Corporation, on its behalf and Ernest F. Ashcraft, President of Franklin Land Corporation, a New Mexico Corporation, on its behalf.

/s/

James W. Finley  
Notary Public

My Commission Expires:

7/22/78

Filed for record Jan. 3, 1978  
Recorded in Book Misc 579 Page 163-171  
Records of Bernalillo County, New Mexico