

20477

143

RANCHOS ENCANTADOS
PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, First National Bank in Albuquerque, Albuquerque, New Mexico, as Trustee, is the owner of the property located in Torrance County, New Mexico, more particularly described as Unit Number One, Ranchos Encantados, a Subdivision in Torrance County, New Mexico, as the same is shown on a Plat of the said Subdivision filed for record on the 5th day of October, 1970 in Book 2 of the Record of Plats, Page 45 with the County Clerk of Torrance County, New Mexico.

WHEREAS, First National Bank in Albuquerque as Trustee, for the purposes of improving the value, usefulness and uniformity of the above described property and for the further purpose of retaining its value, beauty, usefulness and uniformity for future owners, desires to restrict and impose certain protective covenants on the above described land:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First National Bank in Albuquerque, as Trustee, being the owner of all of the tracts and equities therein in the above described real property, does hereby create and establish the following protective covenants and restrictions for the said land, to wit:

1. 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 and one-half stories in height and a private garage for not more than two cars. An attached or detached guest house, stable or customary farm building is permitted.

2. Dwelling cost, quality and size. No dwelling shall be permitted on any lot which shall cost and be worth less than \$7,500.00, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than 720 square feet for a one-story dwelling nor less than 1200 square feet for a dwelling of more than one story. All buildings constructed on any lot must be completed within six months after the commencement of construction.

3. Building location. No building shall be located on any lot nearer to the front lot line than thirty feet or nearer to the side line than twenty feet. No building shall be located nearer than fifteen feet to an interior lot line. No dwelling shall be located on any lot nearer than thirty feet from the rear lot line.

4. Easements. Easements for installation and maintenance of utilities are reserved on, over and under a strip of land five feet wide along the rear of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5. Nuisances. 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 a nuisance to the neighborhood.

6. Subdividing. No lot shall be subdivided.

7. Temporary structures. No structures of a temporary nature, including but not limited to trailers, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Mobile homes. A mobile home with a minimum of 720 square feet may be used if placed on concrete footings and foundation. The area between the mobile home and the ground must be enclosed with a metal skirt.

9. Commercial purposes. No lot or dwelling contained thereon shall be used for a commercial purpose of any type whatsoever.

10. Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. No incineration of trash of any kind shall be allowed on any lot. All garbage or trash storage equipment shall be kept in clean and sanitary condition.

11. Term. These covenants and restrictions are to run with the land and shall be binding upon all parties, their successors, assigns, heirs, personal representatives, administrators and executors for a period of thirty years from the date these covenants are recorded. Said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the owners of the lots has been recorded agreeing to change the said covenants in whole or in part.

12. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages.

13. Severability. Invalidity of any one of these covenants or restrictions by judgment or a court order shall in no way effect any of the other provisions which shall remain in full force and effect.

145-

By: ESTANCIA VALLEY LAND COMPANY
A New Mexico corporation and
attorney-in-fact for First
National Bank in Albuquerque,
Trustee

ATTEST:

STATE OF NEW MEXICO)
) SS.:
COUNTY OF BERNALILLO)

Hubert A. Lerner
Notary Public

My Commission Expires 12-13-70

END 3330