

RANCHOS DE PLACITAS

76904

A SUBDIVISION

SANDOVAL COUNTY, NEW MEXICO

AMENDED RESTRICTED COVENANTS IMPOSED UPON

UNIT I, COMPOSING LOTS 1 THROUGH 40, AND

UNIT II COMPOSING LOTS 41 THROUGH 76, AND

UNIT III COMPOSING LOTS 80 THROUGH 112, AND

LOTS D AND G

1. KNOW ALL MEN BY THOSE PRESENT, THAT:
Restrictive Covenants were originally placed and made binding on all lots in all three Units of Ranchos de Placitas, a Subdivision, Sandoval County, New Mexico and were recorded in the office of the County Clerk, Sandoval County, New Mexico, to wit:

For Unit I, on the 20th day of August 1959, and on the 28th day of August 1959 in Volume Miscellaneous 10, pages 897-899, and

For Unit II, on the 17th day of December 1959 in Volume Miscellaneous 10, pages 1129-1132, and

For Unit III, on the 26th day of April 1960 in Volume Miscellaneous 10, pages 1545-1548

by the owners of record at that time, and

WHEREAS, said Restrictive Covenants have been amended in accordance with Article 1 of the above original Restrictive Covenants of each of the Units, I, II and III, by a vote of not less than three-fourths majority of the record owners of lots in Units I, II and III, prior to the first of July, 1979, and made binding from that date forward, and

WHEREAS, these amendments are to be recorded in the office of the County Clerk of Sandoval County, New Mexico in Volume Miscellaneous 10 on specific pages indicated immediately after the notarization of this document.

There follows the list of total Restrictive Covenants for Units I, II and III for Ranchos de Placitas. Since there were differences in only Article 5 and 7 of the original Restrictive Covenants for Units I, II and III, these differences are shown under these respective Articles, rather than recording three separate sets of Restrictive Covenants. Those Restrictive Covenants which were not changed by the above balloting are hereby re-recorded, and those Restrictive Covenants that were amended are hereby recorded and shown in CAPITAL letters, to wit:

ARTICLE 1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until JULY 1, 1989, 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.

ARTICLE 2. If the parties here-to, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants here-on, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, OR FOR THE HOME OWNERS ASSOCIATION OF RANCHOS DE PLACITAS, UNITS I, II AND III, HEREINAFTER REFERRED TO AS THE ASSOCIATION, to INSTITUTE 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.

- ARTICLE 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.
- ARTICLE 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.
- ARTICLE 5. (a.) No building shall be located on any residential lot nearer than:
100 feet for lots in Unit I, or
75 feet for lots in Units II and III
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
100 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 for lots in Unit I, or
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 for lots in Unit II and III,
BASED ON THE TERRAIN.
(b.) A UNANIMOUS VOTE BY THE ARCHITECTURAL COMMITTEE OF THE HOME OWNERS ASSOCIATION OF RANCHOS DE PLACTIAS UNITS I, II AND III, HEREINAFTER REFERRED TO AS THE ARCHITECTURAL COMMITTEE, COULD, IN WRITING, ALLOW FOR A VARIANCE. THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS.
(c.) Further, no building shall be located on any residential lot nearer THAN 100 feet to any building, conforming to these Covenants, situated on any adjacent lot, except with written consent of the record owner of the adjacent lot.
(d.) ANY ISSUE ON WHICH ARCHITECTURAL APPROVAL IS REQUIRED AND HAS BEEN DENIED MAY BE APPEALED TO THE MEMBERSHIP OF THE ASSOCIATION AND OVERTURNED BY A THREE-FOURTH MAJORITY VOTE.
- ARTICLE 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.
- ARTICLE 7. No residential structure shall be erected or placed on any residential lot, which has an area of less than
87,120 square feet (or two acres) or a width of less than 200 feet at the front building set-back line for lots in Unit I, or
69,525 square feet (or 1.5 acres) or a width of less than 150 feet at the front building set-back line for lots in Unit II, or
43,650 square feet (or 1 acre) or a width of less than 150 feet at the front building set-back line for lots in Unit III.
- ARTICLE 8. No business, trade or offensive activity of any kind shall be carried on upon any residential lot nor anything be done which may be or become an annoyance or nuisance to the neighborhood.
- ARTICLE 9. (a.) No trailer, MOBILE HOME, MODULAR HOME, EITHER STATIONARY OR CAPABLE OF BEING MOVED, basement, tent, shack, garage, or other out-building erected on any lot shall at any time be used as a residence temporarily or permanently. A UNANIMOUS VOTE BY THE ARCHITECTURAL COMMITTEE COULD ALLOW FOR A VARIANCE.
(b.) NO TYPE OF LIVING QUARTER SHALL BE PLACED OR BUILT ON THE PROPERTY EXCEPT THAT WHICH HAS FIRST BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE TO BE CONSTRUCTED AT THE PERMANENT SITE, EXCEPT THAT IN CASE OF CATASTROPHE SUCH AS DESTRUCTION OF A RESIDENCE BY FIRE OR OTHER UNAVOIDABLE DISASTER, A TEMPORARY DWELLING MAY BE OCCUPIED FOR NO LONGER THAN SIX (6) MONTHS ON THE PROPERTY.

- ARTICLE 10. The ground floor area of the main structure, on any residential lot, exclusive of porches and garages, shall be no less than 1,200 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.
- ARTICLE 11. All buildings are to be finished as to exterior within nine (9) months from start of construction.
- ARTICLE 12. Out door 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.
- ARTICLE 13. Natural vegetation will be left undisturbed, except for access to property, clearing of building sites, AREAS FOR SWIMMING POOLS OR TENNIS COURTS, or establishment of lawns, gardens, and flower beds within the immediate vicinity of the dwelling. BECAUSE OF THE FRAGILE VEGETATION COVER, GRAZING OF HORSES SHALL NOT BE ALLOWED OVER AN OWNER'S ENTIRE PROPERTY, BUT HORSES SHALL BE KEPT IN A CORRAL OF REASONABLE SIZE, AS DESTRUCTION OF VEGETATION CREATES EROSION PROBLEMS AND ATTENDANT BLOWING DUST AND OTHER PROBLEMS. REASONABLENESS OF A GRAZED AREA WILL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE.
- ARTICLE 14. (a.) All buildings on all residential lots shall be of good architectural design and the architectural style shall be a type which is typical of New Mexico. Permissible styles include:
- Pueblo
 - Territorial
 - Ranch
 - Adobe
 - Spanish
- (b.) BEFORE COMMENCING CONSTRUCTION, OR ADDITIONS TO AN EXISTING BUILDING, FINAL CONSTRUCTION DRAWINGS AND SPECIFICATIONS SHOWING A GRAPHIC VIEW OR VIEWS OF THE SIDES OF THE HOUSE THAT WILL BE VISIBLE TO THE PUBLIC MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. UPON APPROVAL OF DESIGN OF A NEW OR REMODELED RESIDENCE THE RANCHOS DE PLACITAS SANITATION BOARD WILL BE NOTIFIED AND CONSTRUCTION CAN THEN BE STARTED.
- ARTICLE 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 roads.
 - (b) Juniper Road will be developed from the entrance to the junction of Cholla Lane. All other access roads will be of the minimum dimensions described.
- ARTICLE 16. Easements are reserved for utility installation and maintenance as indicated on the above described Plat.
- ARTICLE 17. Garages and out buildings shall conform in construction and design to the construction and design of the main building.
- ARTICLE 18. Any building erected on any lot of this subdivision shall present a good appearance on all streets.

- ARTICLE 19. (The original Article 19, ^{which prohibited windmills or wind chatters} was voted to be excluded. The original Article 20, which follows, is changed to Article 19). 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.
- ARTICLE 20. NO ADDITIONAL UTILITY POLES SHALL BE ERECTED ON ANY PROPERTY WITHIN UNITS I, II AND III. UTILITY SERVICE FOR FUTURE RESIDENCES WILL BE REQUIRED TO USE UNDERGROUND WIRING IN EVENT PRESENT UTILITY POLES ARE NOT SUFFICIENT. AS UTILITY POLES NEED REPLACING CONSIDERATION WILL BE GIVEN TO CHANGE TO UNDERGROUND SERVICE WHENEVER PRACTICAL.
- ARTICLE 21. No residential lot may be subdivided, nor may a portion of a residential lot be sold, except a lot containing four (4) or more acres may be subdivided into two portions, each containing two (2) or more acres, and either of the two may be sold separately, PROVIDED A SEPARATE SOURCE OF WATER OTHER THAN THE EXISTING COMMUNITY WATER SUPPLY AND DISTRIBUTION SYSTEM IS MADE AVAILABLE FOR THE ADDITIONAL LOT OR LOTS. THE COMMUNITY WATER SYSTEM DOES NOT HAVE THE CAPACITY TO SUPPLY WATER TO LOTS IN ADDITION TO THE MAXIMUM NUMBER EXISTING IN RANCHOS DE PLACITAS UNITS I, II AND III AS OF AUGUST 8, 1974. THE BOARD OF DIRECTORS OF RANCHOS DE PLACITAS SANITATION DISTRICT HAS RESTRICTED WATER CONNECTIONS TO THOSE LOTS, REFERENCE DOCUMENT #81602, INSTRUMENT FILED FOR RECORD, ON AUGUST 12, 1974, RECORDED IN VOLUME MISCELLANEOUS 356, FOLIO 277, 278, STATE OF NEW MEXICO, COUNTY OF SANDOVAL.

The foregoing instrument was acknowledged before me by

[Signature]
[Signature]
[Signature]

on the 4th day of March 1980.

[Signature]
Notary Public

My Commission Expires: 2/28/83

The above Restricted Covenants have been recorded in the office of the County Clerk of Sandoval County, New Mexico in Volume Miscellaneous 120 pages 729 to 733 on the 5th day of MARCH 1980.

STATE OF NEW MEXICO }
COUNTY OF SANDOVAL } SS

This instrument was filed for record on

MAR 5 - 1980

At 9:50 A.M.P.M.
Recorded in Vol. 120
of records of said county, folio
NETTIE LUCERO, Ch. & Recorder
By [Signature] Deputy