

*1400 S. Siesta Hills  
Subdivision # 2*

**PROTECTIVE COVENANTS  
FOR  
BLOCKS 1, 2, AND 3 OF SIESTA HILLS NO. 3  
SUBDIVISION OF ALBUQUERQUE, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Lovelace Foundation for Medical Education and Research, Albuquerque, New Mexico, is the title holder to property located in Bernalillo County, New Mexico, described as follows, to-wit;

Blocks 1, 2, and 3 of Siesta Hills No. 3, a Subdivision of the City of Albuquerque, New Mexico, as the same as shown and designated on the Plat thereof, filed in the Office of the County Clerk, Bernalillo County, New Mexico, on the 30<sup>th</sup> day of October, 1975;

AND WHEREAS said title holder desires to restrict and impose certain protective covenants on the above described land;

NOW THEREFORE in consideration of the foregoing and other valuable considerations, the undersigned, being the owner of all of the lots and all equities therein in said described land, do hereby create and establish the following protective and restrictive covenants for said land, to-wit:

**PART A  
SINGLE-FAMILY DETACHED DWELLING<sup>R</sup> COVENANTS**

**A-1** The restrictive area covenants in this Part A in their entirety shall apply to all lots in Blocks numbered one (1), two (2) and three(3) of Siesta Hills Subdivision Number 3.

**A-2 Land Use And Building Type.** No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed one story in height, a private garage for not more than three cars, a separate building for servants quarters for not more than two persons and their minor children, and a bathhouse to be used in connection with a swimming pool. Two or more of these permitted types of structures may be combined into one structure. Not more than two detached structures shall be erected, altered, placed or permitted to remain on any one lot or tract. The type of architecture shall be subject to approval by the Architectural Control Committee.

**A-3 Architectural Control.** 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 has been approved by the architectural control committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part B hereof. Construction plans and specifications, including grading specifications, shall with the requirements contained in the Drainage Report for Siesta Hills Number 3 prepared by Molzen, Corbin & Associate, Inc. and approved by the City of Albuquerque on October 24, 1975, copies of which are on file in the offices of he City

the lots in Blocks 1, 2, and 3 of Siesta Hills Subdivision No.3 shall have the power through a duly recorded written instrument to change the membership of the Committee, or to restore it to any of its power and duties.

**B-2 Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing, and the Committee, or its designated representative shall act within twenty (20) days after plans and specifications have been submitted to it. No construction shall start until after the Committee, or its designated representative, shall have approved the plans and specifications.

**B-3 Actions by the Committee.** Decisions by the Committee as to compliance with the requirements of Part A, including approval of the architectural style, shall be conclusive. The Committee may, by a unanimous vote of the Committee members, reduce to five feet the set-back from the interior lines required by Part A-4 for Lots 7,8 and 9 of Block 1 and for Lots 11, 12, 13 and 14 of Block 3.

Neither the Lovelace Foundation, Siesta Hills Development Corporation nor any member of the Committee shall be liable to any person for any action taken, or not taken, by the Committee.

### PART C GENERAL PROVISIONS

**C-1 Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for the succession of (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**C-2 Enforcement.** Enforcement shall be by proceedings at law or in equity by any person owning a lot in Siesta Hills, Subdivision No. 3 against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Architectural Control Committee shall not be responsible for bringing any such action.

**C-3 Severability.** 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 31<sup>st</sup> day of October, 1975.

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Engineer and the Albuquerque Metropolitan Arroyo Flood Control Authority in Albuquerque, New Mexico.

**A-4 Size and Location.** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,600 square feet. No building shall be located on any lot nearer than twenty-five feet to the front lot line or nearer than twenty-five feet to any side and /or rear street line. Structures built on corner lots may face either street; but all structures built in Block number one (1) shall face on Ridgecrest Loop, S.E.. No building shall be located nearer than seven and one-half feet to an interior lot line. For purposes of this covenant, open porches and garages shall be considered as part of the building, but eaves and steps shall not be considered.

**A-5 Lot Area and Width.** Two or more lots may be combined into one or more tracts, provided that no resulting tract shall be smaller than the smallest of the lots so combined.

**A-6 Easements** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

**A-7 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 any annoyance or nuisance to the neighborhood.

**A-8 Temporary Structures.** No structure of a temporary character, trailer, tent, shack, garage or any other building, except servants' quarters as permitted herein, shall be used on any lot at any time as a residence, either temporarily or permanently. No construction shacks shall be permitted to remain on any lot for more than a four-month-period.

**A-9 Construction.** All construction on any lot shall be completed within six months after construction has been commenced. All driveways shall be surfaced with brick, asphalt, concrete, tile, or any hard material which is acceptable for paving purposes, prior to completion of construction. Sidewalks shall be built in accordance with requirements of the City of Albuquerque.

## **PART B ARCHITECTURAL CONTROL COMMITTEE**

**B-1 Membership.** The Architectural Control Committee shall be composed of the Board of Directors of Siesta Hills Development Corporation, Inc., 601 San Pedro Drive, N.E., Albuquerque, New Mexico. A majority of the Committee may designate a representative to act for it. The action of a majority of the Committee shall be the action of the Committee. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services pursuant to this covenant. At any time after January 1, 1980, the then recorded owners of a majority of