

*Old Siesta Hills
(Orig. Subdivision)*

**PROTECTIVE COVENANTS
FOR
SIESTA HILLS
SUBDIVISION OF ALBUQUERQUE, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS ALBUQUERQUE NATIONAL BANK, Albuquerque, New Mexico, as title agent, Lora L. Lassetter, a widow, W. Randolph Lovelace, II, and Mary Moulton Lovelace, his wife, Clayton S. White, and Margaret Reeve White, his wife, are the title holders to property located in Bernalillo County, New Mexico, described as follows, to wit:

ALL OF Siesta Hills, a subdivision of the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk, Bernalillo County, New Mexico, on the 19th day of August 1954;

And

WHEREAS said title holders desire 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, bring the owners of all the lots and all equities therein in said described land, do hereby create and establish the following protective covenants for said land, to wit:

PART A *R*
SINGLE-FAMILY DETACHED DWELLING AREA 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), three(3), Four (4), Five (5), and Six (6) of said Siesta Hills.

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 only Territorial, Pueblo, California Ranch, or Monterey. No real estate signs larger than eighteen inches by twenty inches shall be permitted, placed or used in this subdivision.

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 have been approved by Architectural Control Committee as to quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be

erected, placed or altered on any lot nearer to any street than the minimum building setback line. Approval shall be as provided in Part B hereof.

A-4 Dwelling Cost and Size. No dwelling shall be permitted on any lot having a market value of less than \$14,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at the minimum market value 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 not be less than 1600 square feet.

A-5 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five feet to any side and/or rear street line. Structures built on corner lots may face either street, with the exception that all structures built in block numbered Five (5) shall front on either Mitchell Road, SE, or Kentucky St. SE. No building shall be located nearer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of the building.

A-6 Lot Area and Width. Two or more lots may be combined into one tract, but no lots shall be subdivided.

A-7 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

A-8 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-9 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding, 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-10 Construction. All construction on any lot shall be completed within six months after construction on that lot has commenced. All driveways shall be surfaced with brick, asphalt, concrete, tile, or any other hard material which is acceptable for paving purposes, prior to completion of construction. Sidewalks shall be built in front of the setback line on each lot for both the front street and, when applicable, the side street prior to the completion of construction.

PART B – ARCHITECTURAL CONTROL COMMITTEE

B-1 Membership. The architectural Control Committees composed of Edward H. Snow, D. F. Matheson, Jr., Elmer T. Lewis, all of 4821 Central Avenue, NE, Albuquerque, New Mexico, and John L. Dornacker, of 4800 Gibson Blvd., SE, Albuquerque, New Mexico. A majority of the committee shall be the action of the committee. 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 recorded owners of a majority of the lots shall have 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.

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 sixty (60) days after plans and specifications have been submitted to it. No construction shall start until the committee, or its designated representative, shall have approve the plans and specifications.

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.

C-3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument and caused this instrument to be executed on this the 19th day of August, 1954.

Attest:

Albuquerque National Bank, as Title Agent.

Clella B. Mahone
Assistant Cashier
s/ Lora L. Lassetter

By Ralph E. Becker
Vice President
s/ Randolph Lovelace II

s/ Mary Moulton Lovelace

s/ Clayton S. White

s/ Margaret Reeve White

Property Verified and Acknowledged.

Filed for record Aug. 19, 1954 at 4:05
Recorded Book D-288, page 357
Records Bernalillo County, New Mexico

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