

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS TO RUN WITH THE LAND AND IMPOSED UPON ALL LOTS AND BLOCKS OF NETHERWOOD CORPORATION REPLAT OF A PORTION OF NETHERWOOD PARK, AN ADDITION TO THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME ARE SHOWN AND DESIGNATED ON THE MAP OF SAID REPLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON THE 22nd DAY OF October, 1951  
(D-189/269)

WHEREAS, the undersigned are the owners of all of the lots and blocks of Netherwood Corporation Replat of a portion of Netherwood Park an Addition to the City of Albuquerque, New Mexico, above referred to, and

WHEREAS, all of said lots are, at the present time, wholly and totally unrestricted as to their use and occupancy, and

WHEREAS, all of said owners for the mutual benefit and enjoyment of the prospective purchasers of said lots desire to place on certain blocks and lots therein, restrictive covenants and building restrictions as to the use and occupancy of certain of said blocks and said lots by said purchasers, to this end and purpose the following restrictions are hereby imposed, to-wit:

I.

Lots 1 to 24 inclusive, of Block G; Lots 1 to 14 inclusive, of Block H; Lots 1 to 18 inclusive, being all of Block N; Lots 1 to 38 inclusive, of Block R; Lots 1 to 10 inclusive, of Block S; Lots 1 to 10 inclusive, of Block T; Lots 1 to 10 inclusive, of Block U; Lots 1 to 5 inclusive, and Lot 12 of Block V shall remain wholly and totally unrestricted as to the use and occupancy of said lots. However, it is the specific intention of the parties hereto that any buildings or improvements placed on the lots described in this paragraph shall be subject to the approval and control of the Architectural Control Committee as hereinafter recited, regardless of whether said building or improvements are placed upon said lots for business, residential, or other purposes.

II.

Lots 5 to 13, inclusive, of Block M; Lots 11 to 21, inclusive, of Block U; and Lots 6 to 11, inclusive, of Block V; shall be known and described as lots upon which multiple residential dwelling units will be permitted and said lots herein described as multiple dwelling unit lots shall be subject to all of the covenants and restrictions hereinafter recited, except that on the lots specifically described in this paragraph, there shall not be enforced the covenant pertaining to single-family dwellings, and in each and every other respect said covenants and restrictions shall apply herein.

III.

All other lots in said Addition, except as hereinabove excepted, shall be known and described as residential lots and shall not be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached, single-family dwelling, not to exceed two and one-half (2½) stories in height and a private garage for not more than two (2) cars, and other outbuildings which are purely incidental to the residential use of any such lot.

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## III-A.

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 the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The use of the term "building" in this paragraph shall specifically include other substantial improvements such as fences, walls, retaining walls, and driveway copings, exceeding six inches in height, whether temporary or permanent in nature.

## III-B.

There is hereby established certain minimum ground floor areas, which said minimum standards and requirements shall apply to all single-family dwelling residential lots. For the purposes of the minimum standards and requirements set up in this paragraph, all of the lots and blocks in the addition, except as hereinabove excepted for other uses, shall be divided into two zones, namely: ZONE 1 shall be composed of Blocks M, O, P, Q, R, S, T, U, and V; ZONE 2 shall be composed of Blocks A, B, C, D, E, F, H, J, K, and L. The minimum ground floor area of the main structure to be erected on single-family dwelling residential lots in Zone 1, exclusive of one-story open porches and garages, shall be not less than 625 square feet for a one-story dwelling, nor less than 550 square feet for a dwelling of more than one story. The minimum ground floor area of the main structure to be erected on single-family dwelling residential lots in Zone 2, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story. It being specifically understood that the minimum requirements as to ground floor area contained in this paragraph shall apply only to single-family dwelling residential lots in the several blocks above described and zoned.

## III-C.

No building shall be located on any of said residential lots nearer than 20 feet to the front line, nor more than 35 feet from said front line, nor nearer than 10 feet to any side street line. No building, except a garage or other outbuilding, shall be located nearer than 5 feet from any side lot line, provided, however, that the projected minimum setback lines and side street setback lines, as placed on the recorded map and plat of this addition shall, in all cases, be construed to be the controlling minimum requirement in this regard. No detached garage shall be placed nearer than twenty-five (25) feet to any front property line or any side street line.

## III-D.

No residential structure or dwelling shall be erected or placed on any residential building lot, which lot has an area of less than 6,000 square feet, nor a width of less than 50 feet at the front building minimum setback line.

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## III-E.

An easement for installation and maintenance of utilities and drainage facilities is reserved as shown on the recorded plat, and in all cases the easements as shown and projected on the recorded plat shall be controlling. There is further reserved, as shown on the recorded plat, in Blocks A, B and C, drainage rights of way and easements, and the building of garages or other out-buildings facing said drainage rights of way and easements where the use of said drainage rights of way and easements is contemplated for ingress, egress, or alley purposes, is strictly prohibited.

## III-F.

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 nuisance to the neighborhood.

## III-G.

No structure or a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

## III-H.

**ARCHITECTURAL CONTROL COMMITTEE.** The initial architectural control committee shall be composed of Edward Schell, 2711 Haines Avenue, Albuquerque, New Mexico; Edna N. Schell, 2711 Haines Avenue, Albuquerque, New Mexico; and John F. Simms, Jr., Route 2, Box 735, Albuquerque, New Mexico. A majority of the committee may designate a representative to act for it. 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 owners of a majority of the lots shall have the 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.

## III-I.

**PROCEDURE.** The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## III-J.

No unfinished houses, as to exterior only, shall be permitted to remain on any plot or lot herein described for a period exceeding eight months from the date of the commencement of construction.

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## III-K.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

## III-L.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

## III-M.

These covenants are to run with the land and shall be binding on all purchasers of the blocks or lots described herein, or any part hereof, and all persons claiming under or through such purchasers, their heirs, executors, administrators, successors and assigns, until November 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote the majority of the then owners of the lots in said blocks agree to change said covenants in whole or in part. If any purchasers or purchaser, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall then be lawful for any other person or persons owning any real property situated in said residential lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to either prevent him or them from so doing, or to recover damages or other relief for such violations.

## III-N.

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.

## IV.

**SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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IN WITNESS WHEREOF, said owners have hereunto set their hands and seals this 23rd day of October, 1951.

(CORPORATE SEAL)

ATTEST:

s/ Thelma M. Gee  
Secretary

NETHERWOOD CORPORATION

By s/ Edward R. Schell  
President

s/ Edward R. Schell

s/ Edna N. Schell  
his wife

DULY SIGNED AND ACKNOWLEDGED

Filed for record October 29, 1951  
Recorded in Book D-189, page 269  
Records of Bernalillo County, New Mexico

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