

PATENT

P.L.
Docket No. 184
New Mexico

(RECORD OF PATENTS.)
4-401-tyr

48213

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In accordance with the provisions of the Act of Congress approved March 3, 1891, entitled "An Act to establish a court of private land claims and to provide for the settlement of private land claims in certain States and Territories," the claim of the heirs, legal representatives, successors in interest, and assigns of Diego Montoya and Elena Gallegos, his vendee, has been duly established to private land grant known as the Elena Gallegos, or Ranchos de Albuquerque Grant, situated in Townships eleven north of Ranges two, three, four, and five east of the New Mexico Meridian, in the county of Bernalillo, New Mexico, containing thirty-five thousand eighty-four and seventy-eight hundredths acres, being more particularly bounded and described as follows to wit:

On the west, beginning at a point on the east bank of the Rio Grande River, where the north boundary line of the Town of Albuquerque Grant intersects the same,
thence north along the said east bank of the said Rio Grande River to a point opposite the southeast corner of the "Alameda" grant, as now established;
thence easterly along the south boundary of the said "Alameda" grant, to the southeast corner of the same;
thence northeasterly along the ancient bed of the Rio Grande River, it being the eastern boundary of the "Alameda" grant to a point at or near an ancient Indian ruin about four hundred yard--south of the southern boundary of the Pueblo of Sandia Grant as it is now established;
thence as nearly east as is possible without conflicting with the south boundary of the said Pueblo of Sandia Grant to the summit of the Sandia Range of Mountains;
thence southerly along the summit of said Sandia Range of Mountains to a point due east of and opposite to the place beginning;
thence due west to the place of beginning, according to the plat and survey of the said grant approved by the court of private land claims August 29, 1899, copies of which are on file in the office of the Surveyor General for the Territory of New Mexico, and in the General Land Office;

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, has given and granted, and by these presents does give and grant, unto the said heirs, legal representatives, successors in interest, and assigns of the said Diego Montoya and Elena Gallegos, his vendee, and to their heirs, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereto belonging, unto the said heirs, legal representatives, successors in interest, and assigns of the said Diego Montoya and Elena Gallegos, his vendee, and to their heirs and assigns forever. Provided, that this grant shall not confer any right or title to any gold, silver, or quicksilver mines or minerals of the same, but all such mines and minerals shall remain the property of the United States with the right of working the same; and the said grant is made subject to all the limitations and terms of the said Act of Congress of March 3, 1891.

IN TESTIMONY WHEREOF, I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-fifth day of February, in the year of our Lord one thousand nine hundred and nine, and of the Independence of the United States the one hundred and thirty-third.

By the President: Theodore Roosevelt.

By M. W. Young, Secretary.

(SEAL)
1106303

H. W. Sanford
Recorder of the General Land Office.

(U. S. GEN. LAND OFFICE SEAL)

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. SEP 25 1923

I hereby certify that this photograph is a true copy of the patent recorded which is in my custody in this office.

John O'Connell
Acting Recorder.

Filed for record October 27, 1923
Recorded in Book 80, Page 353
Records of Bernalillo County, New Mexico

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PROTECTIVE COVENANTS

FOR

NOR ESTE MANOR

THE PRESLEY COMPANIES, a California corporation, hereinafter "Developer," being the owner of property located in the City of Albuquerque, County of Bernalillo, State of New Mexico, described as follows, to-wit:

All lots in blocks numbered A through E of NOR ESTE MANOR, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, as shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 14, 1990, recorded in Volume 90C, Folio 74.

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish a general plan for the improvement, development, ownership, use and sale of said property so owned by it, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said property shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, sold and conveyed, subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all portions thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the hereinbefore described property as a servitude in favor of each and every other parcel thereof, as the dominate tenements, as follows, to-wit:

1. Lot Use. No building, except a single-family residential dwelling (hereinafter sometimes called "dwelling") and a private garage for no less than two (2) nor more than three (3) cars for use in connection with such dwelling, shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single-family dwelling. No lot or lots shall be further subdivided, but any two or more lots may be combined to produce one building site. No building shall be built closer than twenty feet (20') to the front lot line, nor closer to the rear or side lot lines than allowed by City ordinance or as designated on the plat heretofore referenced, or as allowed by the specified written permission of the Architectural Control Committee with regard to proximity to or distance from the front lot line.

2. Dwelling Size. No dwelling shall be erected upon any lot unless such dwelling contains a minimum of one thousand three hundred (1,300) square feet of enclosed living area floor space.

This provision may only be varied by the Architectural Control Committee by specific variance given in writing and signed by a majority of the Architectural Control Committee members. The term "living area floor space" is exclusive of floor space in porches, pergolas and garages. All buildings shall be of brick, adobe or insulated frame stucco construction or insulated frame construction with siding materials approved by the Architectural Control Committee, or any other material acceptable to the Architectural Control Committee, and all roofs shall be of clay or concrete tile or wood shakes or shingles, or of asphalt shingles, provided the shingles are of premium grade, and specifically approved by the Architectural Control Committee as to color and quality. All exterior colors shall be approved by the Architectural Control Committee. Built up or "flat" roofs will be allowed, so long as parapets obscure their view from ground level. No more than one dwelling shall be built on any one lot, and no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed or maintained on said lot. Provided, however, that a detached garage for no less than two (2) nor more than three (3) cars may be erected upon any lot. No garage shall be commenced or erected upon any lot until construction of the dwelling, complying with these restrictions, shall have been commenced by a responsible licensed contractor or pursuant to a bona fide building contract, and all buildings shall be of the same or similar style as that of the dwelling erected or being on the lot on which the said buildings are located. No alteration of the drainage plan as originally implemented by Developer shall be made, and if anyone does so alter the drainage plan, he assumes absolute liability therefor for damages caused to any other owner or to Developer as a result of such alteration.

3. **Parking.** No vehicle which is not in operating condition shall be parked or left anywhere on any lot other than inside a garage, except for emergency repairs. The parking, placing or maintaining of boats, trailers, horse trailers, mobile homes, campers, motorhomes or other such vehicles on any part of the lot, or on any street adjacent to such lot, other than in a garage or other parts of the lot screened from view of other lots by the house or the privacy wall, is prohibited, except for such temporary periods, not to exceed forty-eight (48) hours, as may occasionally arise when preparation for use or maintenance after use requires a brief exception to be made for the convenience of their owners. A garage shall be used for vehicle parking and storage purposes only and shall not be converted for use as a living area or for recreational activities. Parking of any vehicle on a lot is prohibited except in the garage or on the driveway appurtenant to the residence.

4. **Businesses.** No store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon, or other place of entertainment, shall be erected

or permitted upon any lot, and no trade or offensive activity of any kind or character whatsoever except as permitted by City ordinance shall be conducted in or from the buildings located on any lot or from any lot.

5. Animals. No swine, horses, cows, or other livestock, and no pigeons, chickens, ducks, turkeys, or other poultry, shall ever be kept upon said lots or tracts. Dogs, cats or other household pets may be kept, provided they are confined to their owner's lot or on a leash held by a person capable of controlling the animal and not permitted to run free, and further provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers.

6. Walls; Fences. Except as planned or erected by Developer or allowed by City Code, no solid wall, fence, hedge, or other improvements shall be erected or maintained nearer to the front property line than the walls, attached open porch or balcony of the dwelling erected on said lots. Except as planned or erected by Developer, no side or rear wall, fence or hedge other than the wall of a building constructed on said lots, shall be less than five feet (5') in height nor more than six feet (6') measured from the developer-graded ground elevation to the highest point of the fence or the fence posts, wall or wall posts or the hedge. The cement block walls and metal grill fences, if any, installed by Developer shall be maintained in their original condition and color and shall not be allowed to deteriorate. Except as planned or erected by Developer, any wall or fence must have a uniform appearance on both sides of the fence or wall. Block walls constructed by an owner on the lot must be color of existing walls and any fence, hedge or wall in front of the residence may not be over thirty inches (30") in height.

7. Accessory Buildings. No prefabricated building nor any auxiliary structure of any nature whatsoever, permanent or temporary, attached or detached from a dwelling, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however, that a temporary office, tool shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by any building contractor or Developer for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed upon completion of construction or of selling of dwellings, whichever later occurs.

8. Storage; Clotheslines; Rubbish. All clotheslines, equipment, service yards, wood piles, or storage piles shall be kept screened by a solid wall, a solid fence, or a hedge so as to conceal them from view of neighboring lots, streets or park areas. All rubbish, trash or garbage shall be regularly removed at least once a week from each lot and shall not be allowed to accumulate thereon, and shall not be burned. All trash receptacles shall be kept in enclosed areas and not exposed to public view.

9. Landscaping.

A. The owner must landscape the front yard within nine (9) months from conveyance of the lot from Developer to an owner.

B. Individual lot owners shall be responsible for maintaining landscaping and/or street trees installed by Developer, where certain "private landscape easements" have been dedicated on the recorded plat. The following lots are subject to such landscape maintenance requirements:

Lots 7, 8, 18, 19, 25, 26, 30, 33, 34, 37, 38, 39 and 40, Block C Nor Este Manor Subdivision.

10. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except that a simple color television and radio antenna may be used, provided it does not extend higher than the roof line of the house. A dish antenna may be used if it is installed and maintained at ground level in the back yard and is substantially concealed from ground level view of other residences.

11. Signs. No advertising signs (except one of not more than three (3) square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health, safety or welfare of the owner or any residents thereof. These restrictions shall not apply to the business activities, signs, billboards, or the construction or maintenance of buildings, if any, of Developer, its agents or designees, during the construction and sale period.

12. Promotional Advertising. No restrictions in this Article shall prohibit Developer from constructing, placing and maintaining one or more promotional signs and/or a sales model park within NOR ESTE MANOR to aid and promote the sale of lots in this and other subdivisions, provided that Developer's sales model park shall terminate and be converted into regular lots when all the lots in NOR ESTE MANOR have been sold.

13. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort, or serenity of the occupants of neighboring properties. No unshaded flood lights may be maintained which cause light to shine directly into the home of any other resident in NOR ESTE MANOR.

14. Additions. Any addition to the dwelling unit must be of like material, color and craftsmanship as the dwelling originally constructed.

15. Air Conditioning; Solar Units. No solar units for heating or cooling or other purpose shall be erected, constructed, installed or maintained on any lot if it is visible from the front of the lot or from the side of the intersecting street if it is on a corner lot. A solar unit may be erected, constructed, installed, or maintained on the rear of the house if it consists of flat plate collectors lying flush with the roof surface and protruding therefrom no more than six inches (6") or the solar unit is boxed in by a solid wall covered with shingles to match the color and texture of the existing roof.

16. Exterior. The stucco color, trim color, or exterior tile of each residence must be maintained in the same colors as originally built by the Developer.

17. Architectural Control Committee.

(a) The Architectural Control Committee is initially composed of three (3) members but may be expanded in number by the Developer. 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. The members of this Committee shall serve until December 31, 1994, or until they resign, whichever sooner occurs. Thereafter the then record owners of a majority of the lots shall have the power to elect the members of the Committee and, 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. Until such change in membership is effected as stated herein, the original committee may continue to serve. The Committee may appoint a Review Board consisting of three (3) members who will serve at the pleasure of the Committee and will conduct the review of plans as provided in subparagraph (b) below. A majority vote of the Committee will serve to override any decision by the Board.

(b) 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 or its designee 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 elevation. Furthermore, no existing building shall be altered, remodeled or changed until plans for such change, alterations or remodeling have been approved by the Architectural

Control Committee or its designee. Action shall be taken on said plans and specifications by the Architectural Control Committee, its designee, or its successors in interest within thirty (30) days after submittal thereof.

(c) The work on constructing any building on any part of said property shall be completed within four (4) months from the commencement thereof.

(d) The Architectural Control Committee is specifically empowered to grant variances from these Covenants, from time to time and in its sole discretion, in order to facilitate and implement construction details, material substitutions and setback requirements with NOR ESTE MANOR.

18. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2020 A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended as hereinafter provided.

19. Amendments. These covenants may be amended at any time by the affirmative vote of the then record owners of three-fourths (75%) of the residential lots in NOR ESTE MANOR.

20. Violations. If the parties hereto, or any of them, or their grantees, successors-in-interest or assigns, shall violate or attempt to violate any of the covenants herein provided, Grantor or any person or persons owning any real property in NOR ESTE MANOR shall have the right to prosecute any action in the proper court to enjoin such party from violating such covenant, or to recover damages for such violation, or both.

21. Validity. Invalidation of any of these covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect.

22. Non-Waiver. No delay or omission on the part of the undersigned, its successors or assigns, or of the owners of other lots in said subdivision having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, for or on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of said covenants, restrictions or reservations.

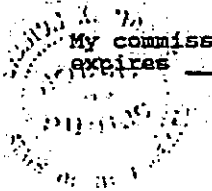
IN WITNESS WHEREOF, the undersigned have executed this Declaration this 18th day of APRIL, 1990.

THE PRESLEY COMPANIES

By [Signature]
Charles W. Reynolds
Senior Vice President

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this day 18 of April, 1990, by CHARLES W. REYNOLDS, Senior Vice President of THE PRESLEY COMPANIES, a California corporation, on behalf of said corporation.



My commission expires 8/30/90.

Shawn K Moore
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
90 APR 19 AM 11:10
90-7-61-67
SHERYLS M. DAVIS
[Signature]

NOTICE OF APPOINTMENT OF
ARCHITECTURAL CONTROL COMMITTEE

9030678

FOR

NOR ESTE MANOR

THE PRESLEY COMPANIES, a California corporation, hereinafter "Developer," being the owner of property located in the City of Albuquerque, County of Bernalillo, State of New Mexico, described as follows:

All lots in Blocks numbered A through E of NOR ESTE MANOR, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, as shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 14, 1990, recorded in Volume 90C, Folio 74.

DOES HEREBY name and appoint the following members of the Architectural Control Committee, to-wit:

- JAMES S. HICKS
- RUDOLPH F. WILLEY
- CHARLES W. REYNOLDS

to serve from APRIL 18, 1990, until their successors are appointed or elected.

IN WITNESS WHEREOF, the undersigned has executed this Notice this 18 day of April, 1990.

THE PRESLEY COMPANIES

By [Signature]
Charles W. Reynolds
Senior Vice President

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 18 day of April, 1990, by Charles W. Reynolds, Senior Vice President of THE PRESLEY COMPANIES, a California corporation, on behalf of said corporation.

My commission expires:

8/30/90

Sharon K Moore
Notary Public
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

90 APR 19 AM 11:10

907 PG 60
CLAYTON M. DAVIS
COUNTY CLERK
RECORDED

[Signature]