

Disclaimer:

These covenants, as presented on the Sandia Heights Homeowners Association's (SHHA's) website, or distributed by SHHA, are solely for the user's convenience, and might not be the official recorded covenants filed with Bernalillo County. There might be changes, updates, and amendments to the attached covenants that an individual Unit has made and recorded with the County but has not provided to SHHA. SHHA accepts no responsibility for any omissions, updates, or errors made in typing and formatting the covenants for use on its website or for other distribution. In the event of any dispute, the covenants formally filed with Bernalillo County will be the final authority. Some Units have enclaves with their own homeowner association or with additional covenants which are enforced by said association.

59604

DECLARATION OF RESTRICTIONS

587

SANDIA HEIGHTS ADDITION
BERNALILLO COUNTY, NEW MEXICO

KNOW BY ALL MEN THESE PRESENTS: That SANDIA PEAK TRAM COMPANY, a New Mexico corporation, being the owner of SANDIA HEIGHTS, a subdivision in Bernalillo County, New Mexico, in accordance with the Plat thereof filed in the office of the County Clerk of said County on the 28th day of May, 1965, hereby declared that it has established, and does hereby establish a general plan for the improvement, development and restriction of the said property, subject to which all lots and portions of lots in said Subdivision shall be sold and conveyed.

All the reservations and restrictions hereinafter set forth are made for the benefit of each and every subsequent owner of any portion of the land in said Subdivision or any interest therein, and shall inure to and pass with each and every parcel thereof, and shall apply to and bind all subsequent owners thereof; said restrictions, reservations and covenants being as follows:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2000 A.D., at which time said covenants shall be automatically extended for successive periods of ten years, unless the then record owners of a three-quarters majority of the residential lots in said Sandia Heights agree to change said covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein provided, any other person or persons owning any real property in said Sandia Heights Development or Subdivision (including any owners of commercial property therein) 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.
3. 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.
4. Lots numbered One (1) to Forty (40), inclusive, Sandia Heights, except as hereinafter provided, are hereby designated residential lots. No structures shall be erected, altered

North Unit 0

placed or permitted to remain on any residential lot other than one detached single family dwelling and buildings related thereto, except that this provision shall not prevent the combination of two adjoining lots for one such dwelling. The Grantor may dedicate Lots 21 and 22, or any such portion thereof as a park.

5. Except by specific consent of the Architectural Control Committee, no building shall be located on any residential lot nearer than forty-five (45) feet to the front lot line or fifteen (15) feet to rear or any side lot line.
6. An Architectural Control Committee is hereby established, consisting of Robert J. Norhaus, Ben L. Abruzzo and Max Flatow as the first appointees, to serve for a period of ten years from the date hereof and until their successors shall be appointed and qualify. Vacancies occurring either before the end of or as a result of expiration of such ten year term shall be filled by the members of the Committee, provided that within thirty days of any appointment, owners of a majority of the residential lots may select owners appointees in their stead.
7. Preliminary plans and elevations for all structures on residential lots, including accessory buildings, butane tanks and walls, shall be submitted to the Architectural Control Committee. The location, and conformity and harmony of external design of each building (including wall and butane tanks) to the Subdivision as a whole, must be approved by the said Architectural Control Committee. Visible air conditioners must be screened and attractive in appearance. Final plans and specifications must be approved in writing by the said Committee. Said Committee is authorized to charge not more than One Hundred Dollars (\$100.00) for review of plans for structures on any one lot.
8. No residence shall be erected on any residential lot having an area of less than 1500 square feet of ground floor area.
9. No trade or offensive activity of any kind shall be carried on upon any residential lot, nor shall anything be done on any lot which shall constitute an annoyance or nuisance to the neighborhood.
10. No house trailer shall be parked on any residential lot, nor shall any trailer, basement, tent, shack, garage or other outbuilding be used as a residence, temporarily or permanently.
11. The exterior of all buildings on residential lots shall be finished according to plans approved by the Architectural Control Committee within twelve months of start of construction.
12. Each residence shall be provided with a method of sewage disposal meeting the recommended standards of the Bernalillo County Health Department and approved by the Architectural Control Committee. Garbage and waste shall be kept in covered metal containers and stored or disposed of in a manner approved by the Bernalillo County Health Department. Outdoor privies are prohibited.

North Unit 0

13. Natural vegetation is to be left undisturbed where practical on residential lots, except for access to property, clearing of building sites and establishment of lawns and flowerbeds adjacent to buildings. No Chinese elms, cotton-bearing cottonwood trees or Bermuda grass shall be maintained on residential lots.
14. Access roads and utility easements are dedicated and reserved as shown on the Plat of the Subdivision.
15. Butane tanks must conform to state regulations and must be located so as not to detract from the appearance of any lot.
16. No animals shall be kept on residential lots except domestic cats and dogs.
17. No wire fences shall be maintained in the residential area of the subdivision.
18. No residential lot may be subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot.
19. It shall be the responsibility of owners of vacant residential lots to keep said lots clear of trash, rubbish or noxious material.
20. No un-shaded flood lights shall be maintained which cast light directly into the homes of other residents in the Subdivision.

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 an on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of any of said covenants, restrictions or reservations.