

**DECLARATION OF RESTRICTIONS
UNITS 4, 5, 6, 7, 8, 9, & 10**

**SIERRA LOS PINOS SUBDIVISION
IN SANDOVAL COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS: That VALLECITOS DE LOS INDIOS, INC., a New Mexico corporation, hereinafter called Grantor being the owner of SIERRA LOS PINOS SUBDIVISION, UNITS 4, 5, 6, 7, 8, 9, & 10, a subdivision in Sandoval County, New Mexico, in accordance with the Plat thereof filled in the office of the County Clerk of said County on _____, 19____, hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restriction of 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 of any interest therein, and shall inure 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, at any time, the then record owners of a three-quarters majority of the residential lots in said Sierra Los Pinos Subdivision, 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 Sierra Los Pinos Subdivision, Unit 4, 5, 6, 7, 8, 9, & 10, or the Architecture Control Committee or grantor or the Sierra Los Pinos Property Owners Association (SLPPOA) 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. All lots in Sierra Los Pinos Subdivision, Units 4, 5, 6, 7, 8, & 10 are hereby designated residential lots. Unit 9, consisting of 18 lots will be residential lots also. However, lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, & 18 may be used as multiple dwelling lots. They will have to acquire their own water supply and not use water from well number four.

5. Except by specific consent of the Architectural Control Committee, no building shall be located on any residential lot nearer than twenty-five (25) feet to the front lot line, to the rear lot line or to any side lot line or to any set back line, which line shall be controlling, if such line is designated on the plat.

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6. An Architectural Control Committee (hereinafter called the Committee) is hereby established, initially consisting of Robert J. Bootzin, David L. Lewis, and Douglas L. Lewis as the appointees, to serve for a period of five years from the date hereof or until their successors shall be appointed by the Grantor.

The Committee shall be composed of not less than three nor more than five persons. Vacancies occurring either before the end of or as a result of the expiration of such five year term shall be filled by the members of the Committee. One member of the SLPPOA is to be designated a member of the Committee, starting with Unit 4. At such time as development is complete of all units, the Architectural Control Committee shall thereafter be comprised solely of SLPPOA people.

7. BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, REMODELING, ADDITION TO, OR ALTERATION OF ANY BUILDING, SWIMMING POOL, WALL, FENCE, TANK, OR OTHER STRUCTURE WHATSOEVER, ON ANY LOT, THERE SHALL BE SUBMITTED TO THE GRANTOR FOR TRANSMITTAL TO THE ARCHITECTURAL CONTROL COMMITTEE:

- (a) Preliminary floor plans, elevations, and location of the structure on the lot;
- (b) After approval of preliminary plans, two complete sets of the final plans and specifications for said work.

No structure or improvement of any kind shall be erected, altered, placed, or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of any structures proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.

(c) Solar Heating Restrictive Covenants. Solar heating equipment will be considered for approval based on the merit of its design and the manner in which it is constructed so as not to be obtrusive to other homes in the subdivision. Roof mounted equipment will be difficult to conceal, however, if the color and structure is done in good taste, this type of installation can be considered for approval.

The Architectural Control Committee is authorized to charge not more than \$50.00 for review of plans for structures and alterations. At the time of submission of the plans and specifications as set forth herein, the owner shall cause to be paid to the Grantor an initial charge in the amount of \$25.00. The Committee shall approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Grantor.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of this declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or the structure shall unduly interfere with the view from nearby residences, or if the plans and specifications submitted are incomplete, or if the

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Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of Sierra Los Pinos Subdivision, Units 4, 5, 6, 7, 8, 9, & 10. The decision of the Committee in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in Sierra Los Pinos Subdivision, Units 4,5, 6, 7, 8, 9, & 10 without the prior written consent of the Committee.

Neither the Committee, its members or the Grantor shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Committee or the Grantor, or for any work done pursuant to the requested changes of said plans and specifications.

8. No Residence shall be erected on any residential lot having an area of less than 600 square feet of liming area.

9. No trade or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done on any lot, which shall constitute an annoyance or nuisance to the neighborhood.

10. No house trailer or mobile home, whether mobile or stationary, shall be parked on any lot, nor shall any trailer, mobile home, tent, shack, garage, or other out-building be used as a residence, temporarily or permanently, without the specific written consent of the Committee for any use, which use shall be only temporary and in case of hardship.

11. The exterior of all buildings on all lots shall be finished according to plans approved by the Architectural Control Committee within twenty-four months of start of construction.

12. Each lot owner, when constructing his or her residence, shall provide the same with a water system and a method of sewage disposal meeting the recommended standards of the New Mexico Health Service Department or its successor and approved by the Architectural Control Committee. Water use from the existing system shall be only for residential purposes as dictated by the State Engineer. Garbage and waste shall be kept in covered metal containers and stored or disposed of in a manner approved by the Department. Outdoor privies are prohibited.

13. Natural vegetation is to be left undisturbed, where practical on all lots, except for access to property, clearing of building sites and establishment of lawns and flowerbeds adjacent to buildings. If excessive thickness of trees exists, they may be thinned, as per recommendation of the United States Forest Service, to 400 stems per acre.

14. Access roads and utility easements are dedicated and reserved as shown on the Plat of the Subdivision. All rights to water, oil, and natural gas underlying the property are reserved to the Grantor. Grantor further reserves for itself, its successors, and assigns, the right to establish additional easements for roadway and utility purposes.

15. Butane tanks must conform to state regulations and must be screened and located so as not to detract from the appearance of any lot.

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16. No animals shall be kept on any lot except domestic dogs and cats, except that no more than two horses may be maintained on each lot, subject to County and State regulations, so long as they are properly corralled.

17. 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.

18. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots, and all easement areas encompassed within the exterior boundaries of said lots, clear of trash, rubbish, or noxious materials.

19. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration or, all the remaining structures, including the foundations and all debris, shall be removed from the lot.

20. Any and all of the right, title, interest, and estate given to or reserved by the Grantor herein or on the plat may be transferred or assigned to any person, firm, or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Sandoval County, New Mexico, and wherever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

21. No exterior lights shall be maintained at a distance more than twelve feet from ground level and any such light shall be shaded so that it does not cast light directly into the houses 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 or on account of failure or neglect to exercise any right, power, or remedy herein provided for in the event of breach of any said covenants, restrictions or reservations.

WITNESS the hand and seal of the undersigned the ____ day of _____, 19__.

VALLECITOS DE LOS INDIOS, INC.

By: _____
President

ATTEST:

Secretary

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STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The forgoing instrument was acknowledged before me this 7th day of JAN, 1980, by Robert J. Bootzin, President of Vallecitos de Los Indios, Inc., a New Mexico corporation on behalf of said corporation.

/s/ _____
Notary Public

My Commission Expires:

/s/ _____

Recorded January 7, 1980 Sandoval County Clerk (from a court order)
Misc. Book 119 pp248-284

Please Note:

This document was signed (witnessed and Notarized) on January 7, 1980; by president, Bob Bootzin; secretary, S. Garrett Bootzin; and Notary, David L. Lewis, whose commission expired, June 23, 1987. The date in paragraph one is blank.