

**RESTRICTIVE COVENANTS
FOR QUAIL RUN SUBDIVISION**

WHEREAS, SANTA FE BUILDERS SUPPLY CO., INC., is the owner of that certain subdivision known as Quail Run Subdivision, located in the County of Bernalillo, State of New Mexico, according to that certain plat recorded in Book No. D - 9, Page No. 3 of the records of the County Clerk of Bernalillo County, New Mexico, and bearing the recording date of October 6, 1978; and

WHEREAS, said owner, pursuant to a general plan for the mutual benefit, protection and enjoyment of all the property owners in Quail Run Subdivision and for the mutual benefit, protection and enjoyment of prospective purchasers of lots in said subdivision, desires to place thereon certain restrictive covenants as to the use and occupancy of all of the lots in said subdivision;

NOW THEREFORE, said owner does hereby impose the following restrictive covenants on each of the lots within the Subdivision, said restrictive covenants to run with the land:

1. LAND USE AND BUILDING TYPE

No building or structure of any kind shall be erected, placed, altered, or permitted to remain on any lot, except a detached single family dwelling and a guest house, with the necessary outbuildings, including a private garage, pump or well house, and structures necessary and proper for the shelter and keeping of permitted livestock; and such dwelling house and guest house shall be used as a private residence only.

All grading will be in accordance with the Bernalillo County Land Subdivision Regulations.

Drainage courses and flood plains may not be used for construction, placement or erection of any building or structure. Those areas shall only be used for open space, natural vegetation, recreation and wildlife habitat, and/or authorized public utility installation.

2. FLOOR AREA

The ground floor area of the main structure of a dwelling, exclusive of terraces, porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet for the ground floor of a dwelling of more than one story. Guest houses shall be limited to one building and shall contain at least 200 square feet of ground floor area.

3. BUILDING LOCATION

(1) Placement: No building shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side or rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(2) Mechanical Variance: A one foot (1') tolerance variation, by reason of mechanical variance of construction, is allowable for minimum distance requirements from interior lot lines.

(3) Fuel Tanks: Oil and gas storage tanks may be above ground but their visibility from streets and other lots shall be screened in an attractive manner.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter called Committee) is hereby established, consisting of Gary L. Sweethart, Ron L. Baudel and William Ellison.

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. The covenants, agreements, and restrictions established herein, may be waived, terminated, or modified through a duly recorded written instrument executed by the Committee. At any time, the then record 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 to restore to it any of its powers and duties.

5. COMMITTEE APPROVAL

No structure of any kind 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 Committee as to compliance with these covenants, qualities of workmanship and materials, style, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the 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 covenant shall be deemed to have been fully complied with.

6. FENCE CONSTRUCTION

Any fence constructed by land owners will be of sound construction and safe design. Wire fences must contain at least five (5) strands with steel or wood posts at least sixteen (16) feet apart, a metal stay between every post and steel corners set in concrete. No perimeter fences shall be of chain link construction.

7. NATURAL ENVIRONMENT

The natural environment is to be left undisturbed on all lots, where practical, except for access to property, clearing of building sites and establishment of flower beds and gardens. Overgrazing, excessive use of off-road vehicles, or any other such activity which causes erosion of soil or other topographical features or otherwise unreasonably disturbs the natural environment is hereby expressly prohibited.

No Chinese elms, cotton-bearing cottonwood trees, or Bermuda grass shall be planted on lots. Any area of soil surface that is disturbed will be revegetated with native species wherever necessary to prevent acceleration of erosion.

No obstruction, diversion or other impediment that may affect the free flow of the streams will be allowed.

The term "natural environment," as used herein, includes but is not limited to:

- (1) The general topography characteristics such as soil, rock outcroppings and arroyos, channels and other natural drainage features, and
- (2) All naturally occurring vegetation and wild life, exclusive of weeds, pests and vermin.

8. SOLAR ENERGY

The owners of each lot shall have the right to the use and enjoyment of radiant energy from the sun which naturally impinges on their lot(s), and neither grantor nor any lot owner shall in any way obstruct or interfere with the path of natural radiation from the sun to any adjacent lot.

9. PROHIBITION AGAINST FURTHER SUBDIVISION

No 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.

10. EASEMENTS

(1) Easements for installation and maintenance of any future utilities or drainage facilities are reserved, as indicated on the plat of said addition, or as otherwise granted.

(2) All driveways to all lots in this subdivision shall be entered only from streets dedicated in this subdivision and each property owner shall provide a culvert at his driveway in conformance with County Specifications.

11. WASTE DISPOSAL

No trash or garbage shall be burned or otherwise disposed of on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view. Trash and garbage shall be disposed of at reasonably regular intervals. Outdoor privies are prohibited.

All owners will make application to and be in conformance with the rules and regulations of the Bernalillo County Environmental Health Department for well and septic tank permits.

12. SIGHT TRIANGLE AT INTERSECTIONS

No fence, wall, hedge or shrub which obstructs sight lines at elevations between two and six 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 twenty-five feet from the intersection of the street lines, or as in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

13. TEMPORARY RESIDENTIAL STRUCTURES

No structure of a temporary character and no 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. All construction shall be completed within twelve (12) months from date of commencement.

14. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for the following:

- (1) No more than four dogs, cats or other household pets may be kept;
- (2) On each lot there may be kept no more than four (4) large herbivore (horse, cow, hog, goat or sheep);
- (3) Twelve (12) domestic poultry may be kept on any lot; and
- (4) Any and all livestock including household pets shall be kept in a humane and sanitary manner, and none shall be kept, bred or maintained for commercial purposes.

14. SIGNS

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 or one sign of not more than five feet advertising the property for sale or rent.

15. NUISANCES

No noxious or offensive activity of any kind 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. 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, noxious or offensive materials.

16. DESTRUCTION OF IMPROVEMENTS

In the event that a structure is wholly or partially destroyed 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 lots.

17. HOME ASSOCIATION

Grantor hereby agrees to establish the Quail Run Home Association as a nonprofit New Mexico corporation, hereafter referred to as "the Association," after the selling of twenty-five percent (25%) of the lots. The owner of each lot shall automatically be a member in the Association with a right to exercise one vote per lot. The sole purpose and duty of the Association is to maintain improvements as provided by the developer in accordance with the Bernalillo County regulations as they apply to Quail Run Subdivision.

The Association shall have the power to annually assess the owners of each lot for 1/37th of the reasonable costs of conducting the Association's business, and the Association shall have a lien on each lot in order to secure payment of such costs.

19. RIGHTS AND DUTIES OF GRANTOR

Any and all of the right, title, interest and estate given to or reserved by the Grantor herein or on the plat of Quail Run Subdivision 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 Bernalillo County, New Mexico, and wherever the Grantor is hereby referred to, such reference shall be deemed to include its successors and assigns.

20. TERM OF COVENANTS

These covenants are perpetual and are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded unless an instrument signed by a majority of the then lot owners of the lots has been recorded, agreeing to terminate or amend said covenants in whole or in part.

21. TITLE OTHER THAN BY PURCHASE OR GIFT

Should any mortgage or deed of trust be foreclosed on the property herein conveyed, then the title so acquired and the person or persons who thereupon and thereafter become the owner(s) of such property, shall be subject to and be bound by all the restrictions established herein.

22. ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting

