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PROTECTIVE COVENANTS
IMPOSED UPON
HERITAGE EAST, UNIT ONE
ALBUQUERQUE, NEW MEXICO

RETURN TO
RIO GRANDE TITLE
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Sonia

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the city of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

All of the lots in HERITAGE EAST, UNIT ONE, as shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 29th day of June, 1981,

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above described land for purposes other than residences, or to impose restrictive covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, with an attached private garage for no fewer than two nor more than three cars. No portion of any building shall exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and

television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the ordinances of the city of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish the requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the city of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be the greater of (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the city of Albuquerque. Simultaneously with the submission of plans to the Architectural Control Committee, any lot owner proposing to build improvements on his lot must provide evidence and certification from the city of Albuquerque satisfactory to the Architectural Control Committee, that the proposed plans comply with and are approved in accordance with the applicable ordinances of the city of Albuquerque in effect at that time regarding building height and front and side yard setbacks. For the purpose of this paragraph eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 1,300 square feet. In the case of residences of more than one story, not less than 600 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

REC-8 P1:39
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6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate one full-sized automobile, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes will be permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, television or other), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America, the state of New Mexico, or the ordinances of the city of Albuquerque, or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicles be permitted to be parked permanently on any street within HERITAGE EAST, UNIT ONE. No boat of any kind may be stored on any lot except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and rights-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto; and in addition:

- a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line;
- b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer to the side street than the building setback line.
- c) The owners of lots upon which a perimeter wall may be located shall not remove this wall nor cause the color of this wall to be changed from its original color, and shall be responsible for maintaining the wall in an attractive and safe manner for that portion of the wall located on the lot owner's property;
- d) All fences and walls must be approved by the Architectural Control Committee.

12. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

13. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which would obstruct sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST, UNIT ONE, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, as in the case of rounded property corners, from the intersection of the street right-of-way 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 such sight lines.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 19 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

15. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl, fish or reptile of any kind may be kept, bred, or maintained for any commercial purpose.

16. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ significantly from the approved grading plan. If the existing drainage characteristics must be modified, under no case shall they be modified in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

17. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting condition.

18. ACCESS:

There shall be no vehicular access to the adjacent lots from Ventura Street.

19. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, R. C. Rankin, D. T. Robertson, V. M. Kimmick and R. C. Miller. Upon the death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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 ten (10) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last parcel as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five persons may be selected as members of the Committee. Each lot owner shall have one vote, and the five persons receiving the most votes shall be selected as members of the Committee.

20. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate said covenants.

21. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

22. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

23. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 19 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants; provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with the owner(s) of each lot being entitled to one vote.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental

agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

24. EFFECTIVE DATE:

These restrictions, covenants and reservations and any amendments or exceptions thereto, shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 7th day of December, 1983.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: D. T. Robertson
D. T. Robertson, Senior Vice-President
Regional Manager

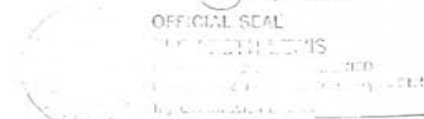
STATE OF NEW MEXICO)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1983, by D. T. Robertson, Senior Vice-President and Regional Manager of Bellamah Community Development, a New Mexico general partnership, on behalf of said partnership.

Elizabeth Lewis
Notary Public

My commission expires:

12-15-85



NO. 177-06
11-23-84
200-12

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PROTECTIVE COVENANTS
IMPOSED UPON
HERITAGE EAST, UNIT TWO
ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the city of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

- Lots numbered Three (3) to Twenty-one (21), in Block numbered Four (4);
- Lots numbered One (1) to Four (4), and Eighteen (18) to Forty (40), in Block numbered Six (6);
- Lots numbered Thirteen (13) to Twenty-one (21), in Block numbered Nine (9);
- Lots numbered One (1) to Eleven (11), in Block numbered Eleven (11);
- Lots numbered Six (6) to Twenty-five (25) and Thirty (30) to Thirty-eight (38), in Block numbered Twelve (12);
- Lots numbered One (1) to Fourteen (14), in Block numbered Thirteen (13);
- Lots numbered Two (2) to Twenty-five (25), in Block numbered Fourteen (14);
- Lots numbered One (1) to Twenty-eight (28), in Block numbered Fifteen (15);
- Lots numbered One (1) to Twelve (12), in Block numbered Sixteen (16); and
- Lots numbered One (1) to Fourteen (14), in Block numbered Seventeen (17), all in HERITAGE EAST, UNIT TWO, an addition to the city of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 7th day of Sept., 1984.

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above described land for purposes other than residences, or to impose restrictive covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, with an attached private garage for no fewer than two nor more than three cars. No portion of any building shall exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and

television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the ordinances of the city of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish the requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the city of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be the greater of (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the city of Albuquerque. Simultaneously with the submission of plans to the Architectural Control Committee, any lot owner proposing to build improvements on his lot must provide evidence and certification from the city of Albuquerque satisfactory to the Architectural Control Committee, that the proposed plans comply with and are approved in accordance with the applicable ordinances of the city of Albuquerque in effect at that time regarding building height and front and side yard setbacks. For the purpose of this paragraph eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 1,300 square feet. In the case of residences of more than one story, not less than 600 square feet shall be within the ground

floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate one full-sized automobile, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes will be permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America, the state of New Mexico, or the ordinances of the city of Albuquerque, or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicles be permitted to be parked permanently on any street within HERITAGE EAST, UNIT TWO. No boat of any kind may be stored on any lot

except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and rights-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto; and in addition:

- a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line;
- b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer to the side street than the building setback line.
- c) There shall be a five foot (5') perimeter wall along the lot lines abutting the easterly right-of-way line of Ventura Street; the southerly right-of-way line of San Francisco Road; the westerly right-of-way line of Holbrook Street, and along the southerly boundary of Lots 2 through 8, and 13 through 22, in Block 14. The owners of lots upon which a perimeter wall may be located shall not remove this wall nor cause the color of this wall to be changed from its original color; and shall be responsible for maintaining the wall in an attractive and safe manner for that portion of the wall located on the lot owner's property;
- d) All fences and walls must be approved by the Architectural Control Committee.

12. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

13. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which would obstruct sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST, UNIT TWO, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, as in the case of rounded property corners, from the intersection of the street right-of-way 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 such sight lines.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 19 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

15. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl, fish or reptile of any kind may be kept, bred, or maintained for any commercial purpose.

16. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ significantly from the approved grading plan. If the existing drainage characteristics must be modified, under no case shall they be modified in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

17. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting condition.

18. ACCESS:

There shall be no vehicular access to the adjacent lots from Ventura Street, San Francisco Road or Holbrook Street.

19. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, R. C. Rankin, D. T. Robertson, V. M. Kimmick and R. C. Miller. Upon the death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The

Committee may request additional information should the same be deemed necessary.

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 ten (10) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last parcel as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five persons may be selected as members of the Committee. Each lot owner shall have one vote, and the five persons receiving the most votes shall be selected as members of the Committee.

20. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument

signed by a majority of the then owners of the lots has been recorded, agreeing to terminate said covenants.

21. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

22. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

23. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 19 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants; provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with the owner(s) of each lot being entitled to one vote.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to

make, purchase, insure or guarantee the first mortgage on such owner's lot.

24. EFFECTIVE DATE:

These restrictions, covenants and reservations and any amendments or exceptions thereto, shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 24th day of October, 1984.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: [Signature]
D. T. Robertson, Senior Vice-President
and Regional Manager

STATE OF NEW MEXICO)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 24th day of October, 1984, by D. T. Robertson, Senior Vice-President and Regional Manager of Bellamah Community Development, a New Mexico general partnership, on behalf of said partnership.

[Signature]
Notary Public

My commission expires: _____



OFFICIAL SEAL
ELIZABETH LEWIS
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires _____

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
1984 OCT 24 AM 8:35
RECORDED
282-289
CLERK



*NOT in
District
Designation*

1" = 100'

RETURN TO
RIO GRANDE TITLE
25700 Dr. Vrac

983

PROTECTIVE COVENANTS
IMPOSED UPON
HERITAGE EAST, UNIT THREE
ALBUQUERQUE, NEW MEXICO

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1984 DEC 13 PM 1:33

983-999
MAY 24 1984
MOLLY S. WALLER
CO. CLERK & RECORDER
DUTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the city of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

Lots numbered One (1) through Eighty-Two (82) inclusive, in HERITAGE EAST, UNIT THREE, as shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 2nd day of November, 1984,

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above-described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above-described land for purposes other than residences, or to impose protective covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, which dwelling may be joined by a common wall to a dwelling on an adjacent lot. No portion of any building shall exceed twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size, with an attached private garage for no fewer than one nor more than two cars.

For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish written requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the city of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be not less than 20 feet from the front property line. For the purpose of this paragraph eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 750 square feet. In the case of residences of more than one story, not less than 400 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate one full-sized automobile, without the prior written consent of the Architectural Control

Committee. No clothes lines or paraphernalia for outside drying of clothes are permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America or the state of New Mexico, or the ordinances of the city of Albuquerque or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4-ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicles be permitted to be parked permanently on any street within HERITAGE EAST, UNIT THREE. No boat of any kind may be stored on any lot except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and rights-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. PARTY WALLS:

The rights and duties of the owners of buildings within this subdivision with respect to party walls and/or walls erected entirely on one lot, but close to the next lot line, shall be governed as follows:

a) Each wall, including fences and patio walls, which is constructed as part of the original construction of the structure and any part of which is placed on the dividing line or adjacent thereto between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner or any of his guests, tenants, licensees, agents, or members of his family (whether or not such act is negligent or the fault of any one person), so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then such owner who caused or is responsible for such damage shall forthwith proceed to rebuild and repair the wall to as good a condition as formerly, without cost to the adjoining owner; or shall bear the whole cost of furnishing the adjoining property with protection from the elements such as had previously been provided by the damaged or destroyed wall.

c) In the event any such party wall which does not form a structural part of a dwelling or garage is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining owners, his agents, tenants, licensees, guests, or family then, in such event, both adjoining owners shall proceed forthwith to rebuild or repair the wall to as good a condition as formerly, at their joint and equal expense.

d) In the event any such party wall which does form a structural part of a dwelling or garage is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time) other than the act of one of the adjoining owners, his agents, tenants, licensees, guests or family then, in such event, each owner of the dwelling or garage of which such party wall forms a structural part, shall proceed to rebuild or repair his part of the wall to as good a condition as formerly, or both owners shall jointly bear the whole cost of furnishing the adjoining property with protection from the elements, such as had been previously provided by the damaged or destroyed wall.

e) The rights and responsibilities of any owner to or from any other owner under this article, shall be appurtenant to the land and shall pass to such owner's successors in title.

f) In addition to meeting the other requirements of these Protective Covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his party wall in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.

g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the costs thereof, the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

h) Any party wall constructed adjacent to a side lot line must be a wall without any openings. No window or window opening may ever be installed in such a wall.

i) Each owner of an attached dwelling shall be jointly responsible with the adjoining owner for the maintenance of the exterior of the building. No change of paint, masonry or roof color shall be made without the consent of the owner of the attached single-family dwelling.

12. EASEMENTS - MAINTENANCE AND CONSTRUCTION:

It is contemplated that the original construction upon all or some of the lots will include construction of party walls and fences, and walls and fences erected entirely on one lot but close to the next lot line. It is further contemplated that in order to maintain, repair, resurface and/or paint such walls and fences, it will be necessary for the owner of the lot upon which such wall or fence is located to have access upon the adjoining lot for such purposes. Now, therefore, a five foot (5') wide easement running parallel to the construction of each such exterior wall or fence is hereby established. Said side easements shall run with the land and shall be binding upon the undersigned owner, his heirs, assigns and successors in title. Said side easements shall be subject to and governed by the following conditions and covenants:

a) Except during the original construction period, the easement areas shall be kept clear and unobstructed to provide open access for the city and owners thereof. No building or improvements shall be constructed or erected within the easement areas, nor shall anything be piled on or leaned against any wall adjacent to the easement areas, except patio floors and/or landscaping.

b) The dominant owner of the side easement shall have the right to enter upon the easement area to the extent such entry is necessary to carry out the resurfacing, painting or repair of the exterior surfaces of walls or structures adjacent to the easement area, or to perform any work necessary for the maintenance and upkeep of his property. Such right of entry shall be exercised in such a manner as to interfere as little as is reasonably possible with the possession and enjoyment of the easement area and shall be preceded by reasonable notice whenever circumstances permit. In case of emergency, entry shall be immediate.

c) The dominant owner of an easement area shall be responsible to the servient owner for all damage to the easement area resulting from the use of the area by the dominant owner.

d) In the event any portion of the footings, walls and/or foundation of an adjacent dwelling or garage encroaches on an easement area, a valid easement for any such encroachment and for the maintenance of same, so long as it stands, shall and does exist; however, said encroachment shall not exceed a maximum of 0.3 foot.

e) The dominant owner of an easement area shall be held harmless from any liability arising from the servient owner's use and enjoyment of the easement area. The servient owner of the easement area shall be held harmless from any liability arising from the use or enjoyment of the easement area by the dominant owner, his agents, invitees, licensees, guests, or members of his family.

f) No part of the easement areas shall be used for any purpose or in any manner which shall increase the rate at which insurance against loss by fire, or the perils of extended coverage or bodily injury, or property damage liability insurance covering the adjacent property, may be obtained, or cause such premises to be uninsurable against such risks, or any policy or policies representing such insurance to be cancelled or suspended, or the company issuing same to refuse renewal thereof.

13. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinance pertaining thereto, and in addition:

a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line.

b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer to the side street than the building setback line.

c) The owners of lots upon which a perimeter wall may be located shall not remove this wall nor cause the color of this wall to be changed from its original color, and shall be responsible for maintaining the wall in an attractive and safe manner for that portion of the wall located on the lot owner's property.

e) All fences and walls must be approved by the Architectural Control Committee.

14. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

15. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which would obstruct sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST, UNIT THREE shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line

connecting them at points twenty-five feet (25') from the intersection of the street lines or, as in the case of rounded property corners, from the intersection of the street right-of-way 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 such sight lines.

16. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 21 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

17. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl, fish or reptile of any kind may be kept, bred, or maintained for any commercial purpose.

18. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ materially from the approved grading plan; and in no case shall the drainage characteristics be modified in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

19. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting conditions.

20. ACCESS:

There shall be no vehicular access to the adjacent lots from Holbrook Street N.E.

21. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, R. C. Rankin, D. T. Robertson, V. M. Kimmick and R. C. Miller. Upon the death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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 ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed, a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last parcel, as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five persons may be selected as members of the Committee. Each lot owner shall have one vote, and the five persons receiving the most votes shall be selected as members of the Committee.

22. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is recorded, agreeing to terminate said covenants.

23. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

24. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 21 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants; provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with the owner(s) of each lot being entitled to one vote.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to make or consent to a Special Amendment on behalf of each owner. Each

deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

26. EFFECTIVE DATE:

These restrictions, covenants and reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 12th day of December, 1984.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: [Signature]
D.T. Robertson, Senior Vice President
and Regional Manager

STATE OF NEW MEXICO)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 1984, by D.T. Robertson, Senior Vice President and Regional Manager of Bellamah Community Development, a New Mexico general partnership.



OFFICIAL SEAL
ELIZABETH LEWIS
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 12-16-85

[Signature]
Notary Public

PROTECTIVE COVENANTS

IMPOSED UPON

85 98960

HERITAGE EAST, UNIT FOUR

ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the city of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

[Handwritten signatures and notes]
10/16/85
11/11/87

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

Lots numbered One (1) through Twelve (12) in Block numbered One (1); Lots numbered One (1) through Twenty-Five (25) in Block numbered Two (2); Lots numbered One (1) through Twenty-Nine (29) in Block numbered Three (3); Lots numbered One (1) through Nineteen (19) in Block numbered Four (4); Lots numbered One (1) through Forty-Five (45) in Block numbered Five (5); Lots numbered One (1) through Fifteen (15) in Block numbered Six (6), all in HERITAGE EAST, UNIT FOUR, an addition to the city of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 12th day of September, 1985,

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above described land for purposes other than residences, or to impose restrictive covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, with an attached private garage for no fewer than two (2) nor more than three (3) cars. No portion of any building shall exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the solar access ordinances of the city of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish the requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the city of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be the greater of (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the city of Albuquerque. Simultaneously with the submission of plans to the Architectural Control Committee, any lot owner proposing to build improvements on his lot must provide evidence and certification from the city of Albuquerque satisfactory to the Architectural Control Committee, that the proposed plans comply with and are approved in accordance with the applicable ordinances of the city of Albuquerque in effect at that time regarding building height and front and side yard setbacks. For the purpose of this paragraph eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 1,300 square feet. In the case of residences of more than one story, not less than 600 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate one full-sized automobile, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes will be permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, satellite dish or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America, the state of New Mexico, or the ordinances of the city of Albuquerque, or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicles be permitted to be parked permanently on any street within HERITAGE EAST, UNIT FOUR SUBDIVISION. No boat of any kind may be stored on any lot except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and rights-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto; and in addition:

a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line;

b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer to the side street than the setback permitted by the City of Albuquerque Zoning regulations.

c) There shall be a five foot (5') perimeter wall along the lot lines abutting the westerly right-of-way line of Holbrook Street; and the northerly right-of-way line of San Francisco Road; and along the easterly right-of-way line of Quintana Drive. Side-yard and rear-yard fences or walls shall be constructed by the lot owner, and shall not be less than four feet (4') in height above the high finished grade. Where the wall is to function as a retaining wall, the first 24 inches (24") will be constructed of concrete block with a four foot (4') garden wall or fence above the retaining wall. Any wall or fence adjacent to Lots 1 through 11 and 31 through 45, in Block 5, shall not be less than five feet (5') in height above the high finished grade, and the first 24 inches (24") will be constructed of concrete block.

d) The owners of lots upon which a perimeter wall may be located shall not remove this wall nor cause the color of this wall to be changed from its original color; and shall be responsible for maintaining the wall in an attractive and safe manner for that portion of the wall located on the lot owner's property. Walls that have been constructed around electrical switch cabinets, telephone risers, etc., or have been located to comply with site distance requirements shall not be removed or relocated.

e) All fences and walls must be approved by the Architectural Control Committee.

12. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

13. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which would obstruct sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST, UNIT FOUR, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street lines or, as in the case of rounded property corners, from the intersection of the street right-of-way 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 such sight lines.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 20 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

15. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl, fish or reptile of any kind may be kept, bred, or maintained for any commercial purpose.

16. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ significantly from the approved grading plan; and in no case shall the drainage characteristics be modified, in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

17. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting conditions.

18. ACCESS:

There shall be no vehicular access to the adjacent lots from San Francisco Road or Holbrook Street, the Domingo Baca Arroyo or the park adjacent to Lots 38 through 45 in Block 5.

19. TREES:

Each lot owner shall comply in all respects with the Albuquerque Street Tree Ordinance, § 8-5-1, City of Albuquerque Revised Ordinances (1974) as said ordinance exists as of the date of these

protective covenants are filed for record (herein the "Street Tree Ordinance"). Each lot owner shall submit a street tree plan as required by the Street Tree Ordinance, shall plant, trim and maintain trees as required thereby, and shall replace dead trees as required thereby. This covenant may be enforced in accordance with Paragraph 22 hereof.

20. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, R. C. Rankin, D. T. Robertson, D. H. Reynolds and A. T. Sciarrillo. Upon the death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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 ten (10) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the

last parcel as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five persons may be selected as members of the Committee. Each lot owner shall have one vote, and the five persons receiving the most votes shall be selected as members of the Committee.

21. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate said covenants.

22. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

23. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

24. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 20 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants; provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with the owner(s) of each lot being entitled to one vote.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

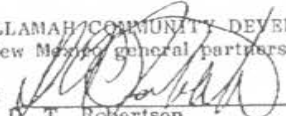
In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

25. EFFECTIVE DATE:

These restrictions, covenants and reservations and any amendments or exceptions thereto, shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

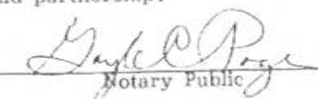
DATED at Albuquerque, New Mexico, this 22 day of Aug., 1985.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: 
D. T. Robertson
Senior Vice-President
and Regional Manager

STATE OF NEW MEXICO)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 1985, by D. T. Robertson, Senior Vice-President and Regional Manager of Bellamah Community Development, a New Mexico general partnership, on behalf of said partnership.


Notary Public

My commission expires:

10-13-87

127 126 125 124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109 108 107 106 105 104 103 102 101 100 99 98 97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



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PROTECTIVE COVENANTS

86 62480

IMPOSED UPON

HERITAGE EAST, UNIT FIVE

ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the City of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

Lots numbered One (1) through Nine (9) in Block numbered One (1); Lots numbered One (1) through Thirty (30) in Block numbered Two (2); Lots numbered One (1) through Eighteen (18) in Block numbered Three (3); Lots numbered One (1) through Twenty-Seven (27) in Block numbered Four (4); Lots numbered One (1) through Nineteen (19) in Block numbered Five (5); Lots numbered One (1) through Fourteen (14) in Block numbered Six (6); Lots numbered One (1) through Twenty-Four (24) in Block numbered Seven (7); Lots numbered One (1) through Fifteen (15) in Block numbered Eight (8), all in HERITAGE EAST UNIT FIVE, an addition to the City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 12th day of June, 1986,

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above described land for purposes other than residences, or to impose restrictive covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, with an attached private garage for no fewer than two (2) nor more than three (3) cars. No portion of any building shall exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the solar access ordinances of the City of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. For reasonable cause, the Architectural Control Committee may amend or modify the building height restrictions.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish the requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the City of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be the greater of (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the City of Albuquerque. Any lot owner proposing to build improvements on his lot must obtain approval from the City of Albuquerque for the proposed plan for compliance with all applicable ordinances in effect at that time regarding building height and front and side yard setbacks. For the purpose of the limitations imposed by these covenants (but not those imposed by ordinance if defined otherwise therein), eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall be not less than 1,300 square feet. In the case of residences of more than one story, not less than 600 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed upon or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate one full-sized automobile, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes will be permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, satellite dish or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America, the state of New Mexico, or the ordinances of the City of Albuquerque, or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (including but not limited to, motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the above-mentioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicles be permitted to be parked permanently on any street within HERITAGE EAST UNIT FIVE SUBDIVISION. No boat of any kind may be stored on any lot except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and rights-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto; and in addition:

a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line;

b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer to the side street than the setback permitted by the City of Albuquerque Zoning regulations.

c) There shall be a five foot (5') perimeter wall along the lot lines abutting the easterly right-of-way line of Ventura Street, and the northerly right-of-way line of San Francisco Road, and side-yard and rear-yard fences or walls shall be constructed by the lot owner, and shall not be less than four feet (4') in height above the high finished grade. Where the wall is to function as a retaining wall, the first 24 inches (24") will be constructed of concrete block with a four foot (4') garden wall or fence above the retaining wall. Any wall or fence adjacent to Lots 1 through 15 in Block 8, shall not be less than five feet (5') in height above the high finished grade, and the first 24 inches (24") above the finished grade of the lots will be constructed of concrete block.

d) The owners of lots upon which a wall constructed around the perimeter of the subdivision is located shall not remove or modify such wall nor cause the color of the same to be changed from its original color; and shall be responsible for maintaining the wall in an attractive and safe manner for that portion thereof located on or adjacent to the lot owner's property. Walls that have been constructed around electrical switch cabinets, telephone risers, etc., or which have been located to comply with site distance requirements shall not be removed or relocated.

e) All fences and walls must be approved by the Architectural Control Committee.

12. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

13. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which would obstruct sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST UNIT FIVE, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street right-of-way lines or, in the case of rounded property corners at a point twenty-five feet (25') from the point the street right-of-way lines would intersect if extended in a straight line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at least eight feet (8') above the street level.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 20 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

15. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal (including household pets), fowl, fish or reptile of any kind may be kept, bred, or maintained for any commercial purpose.

16. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ significantly from the approved grading plan; and in no case shall the drainage characteristics be modified, in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

17. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting conditions.

18. ACCESS:

There shall be no vehicular access to the adjacent lots from San Francisco Road or Ventura Street, the Domingo Baca Arroyo or the park adjacent to Lot 1 in Block 8.

19. TREES:

Each lot owner shall comply in all respects with the Albuquerque Street Tree Ordinance, § 8-5-1, City of Albuquerque Revised Ordinances (1974) as said ordinance exists as of the date of these

protective covenants are filed for record (herein the "Street Tree Ordinance"). Each lot owner shall submit a street tree plan as required by the Street Tree Ordinance, shall plant, trim and maintain trees as required thereby, and shall replace dead trees as required thereby. This covenant may be enforced in accordance with Paragraph 22 hereof.

20. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, D. T. Robertson, D. A. Wesley, and D. H. Reynolds. Upon the death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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 fifteen (15) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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. If construction or modification of any modification requiring approval of the Architectural Control Committee is not submitted, then these covenants may be enforced by any party before or after commencement and/or completion of construction.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each person employed by or associated with Bellamah Community Development shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed a notice of such resignation; and shall cause the

same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last lot as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no members remain on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon the written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five persons may be selected as members of the Committee. Each lot owner shall be entitled one vote cast by the owner(s) thereof, and the five persons receiving the most votes shall be selected as members of the Committee.

21. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or modify said covenants.

22. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

23. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

24. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 20 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants, to modify or amend height and setback requirements as to any individual lot without making such changes or modifications to any other lot(s), provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may

be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with each lot being entitled to one vote to be cast by the owner(s) thereof.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

25. ORDINANCES, EFFECTIVE DATE:

When compliance with any ordinance, rule or law is required by these covenants, such compliance shall be determined based upon the ordinance, rule or law existing as of the date construction of any building or structure is commenced.

26. EFFECTIVE DATE:

These restrictions, covenants and reservations and any amendments or exceptions thereto, shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 8th day of July, 198^e.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: 

D. T. Robertson
Senior Vice President
and Regional Manager



PROTECTIVE COVENANTS
 IMPOSED UPON
 HERITAGE EAST UNIT SIX SUBDIVISION
ALBUQUERQUE, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELLAMAH COMMUNITY DEVELOPMENT, a New Mexico general partnership, being the owner of a tract of land located in the City of Albuquerque, Bernalillo County, New Mexico, more particularly described as follows:

Lots numbered One (1) through Fifty-Three (53) in Block numbered One (1); Lots numbered One (1) through Eighteen (18) in Block numbered Two (2); Lots numbered One (1) through Twenty-Five (25) in Block numbered Three (3); Lots numbered One (1) through Thirty-One (31) in Block numbered Four (4); Lots numbered One (1) through Twenty-Four (24) in Block numbered Five (5); Lots numbered One (1) through Twenty-Two (22) in Block numbered Six (6), all in HERITAGE EAST UNIT SIX, an addition to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said addition filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 19, 1987.

hereby makes the following declarations as to the limitations and restrictions placed upon the above-described lots and uses to which the above-described lots may be put; hereby specifying that said declarations shall constitute covenants to run with said land, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots. Nothing herein contained shall limit the right of the undersigned to use other portions of said subdivision or other lands contiguous to or near the above-described land for purposes other than residences, or to impose restrictive covenants thereon which are less stringent than those stated herein.

1. LOT DIVISION:

No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or

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other boundary deficiencies caused by errors in surveying and/or construction.

2. LAND USE AND BUILDING TYPE:

No lot or any portion thereof shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family detached dwelling. Each dwelling unit shall have an attached private garage for no fewer than two (2) nor more than three (3) cars. No portion of any building shall exceed (a) the lesser height of twenty-six feet (26') in height above highest finished grade of the residential lot, except for chimneys and television antennae of reasonable size, or (b) the height equal to building height limitations to preserve solar access provided in the ordinances of the City of Albuquerque. For purposes of this paragraph, a garage shall be considered to be part of the dwelling to which it is attached. These standards are to be in effect unless modified by the Architectural Control Committee.

3. TEMPORARY USES:

Any lot or portion thereof may be used as a sales office, model home complex, or storage and construction yard during the construction and sales period. All temporary uses as defined herein must have the prior written approval of the Architectural Control Committee, which shall establish written requirements therefor.

4. BUILDING LOCATION:

No building shall be located on any lot in such a manner as to violate the City of Albuquerque Zoning Ordinance(s), Subdivision Regulations, or any other public ordinance adopted by any governmental authority having jurisdiction over the lots which might pertain to building construction and/or location. Minimum building setback shall be the greater of (a) twenty feet (20') from the front property line and five feet (5') from either side property line; or (b) the front yard and side yard setback requirements imposed by the ordinances of the City of Albuquerque. Any lot owner proposing to build improvements on his lot must obtain approval from the City of Albuquerque for the proposed plan for compliance with all applicable ordinances in effect at that time regarding building height and front and side yard setbacks. For the purpose of the limitations imposed by these covenants (but not those imposed by ordinance if defined otherwise therein), eaves, steps, patios, walkways and open porches shall not be considered as part of a building. In no case shall eaves, steps, patios, walkways or open porches encroach upon another lot.

5. DWELLING SIZE:

The heated floor area within the structure of any dwelling, exclusive of porches, garages or other appurtenant structures, shall

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not be less than 1300 square feet. In the case of residences of more than one story, not less than 600 square feet shall be within the ground floor area. In cases of multiple-level dwellings, the Architectural Control Committee shall conclusively determine what constitutes ground floor area as distinguished from basement or other non-ground floor areas.

6. ARCHITECTURAL STANDARDS:

No building, garage, fence, wall, basement, shed, outbuilding or other structure of any kind, whether permanent or temporary, shall be erected, placed or altered on any lot until 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 materials, harmony of external design with existing structures, and as to the location of the building with respect to topography, setback requirements and finish grade elevations. All construction, whether new construction, alterations, additions or remodeling, shall be completed within six (6) months from the date of commencement. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction and during the construction period. All lots shall be maintained in a neat, orderly condition at all times. No existing building shall be altered, remodeled or changed until the plans for such change, alteration or remodeling have been approved by the Architectural Control Committee. No garage may be used as a residential area, and may not be used or altered to a size smaller than is necessary to accommodate two (2) full-sized automobiles, without the prior written consent of the Architectural Control Committee. No clothes lines or paraphernalia for outside drying of clothes are permitted.

7. ANTENNAE:

No antennae (amateur radio, citizen's band radio, satellite dish, or other, except television antennae of reasonable size), shall be erected upon any lot or dwelling exterior without the prior written approval of the Architectural Control Committee.

8. NUISANCES:

No noxious or offensive activity or use contrary to the laws of the United States of America or the State of New Mexico, or the ordinances of the City of Albuquerque or any other governmental authority having jurisdiction 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.

9. TEMPORARY STRUCTURES:

No structure of a temporary character (including, but not limited to, motor home, camper, trailer, boat, recreational vehicle, tent, shack, garage, barn, storage shed or other outbuilding) shall be

stored, used, erected or constructed on any lot without the prior written approval of the Architectural Control Committee. In no case shall any of the abovementioned structures be used as a residence, either temporarily or permanently. No campers, house trailers, motor homes, recreational vehicles, or trucks over 3/4 ton shall be stored or parked on any lot except while parked in a closed garage; nor shall such vehicle be permitted to be parked permanently on any street within HERITAGE EAST UNIT SIX SUBDIVISION. No boat of any kind may be stored on any lot except while parked in a closed garage or back yard of reasonable size with appropriate screening or fencing. No vehicle of any type may be repaired on any lot except while parked in an enclosed garage.

10. DRAINAGE AND UTILITY EASEMENTS:

Easements and right-of-way for installation and maintenance of utilities and drainage facilities are reserved as indicated on the plat, or as subsequently granted and recorded by document.

11. FENCES AND WALLS:

Fences and walls shall be in conformance with all applicable zoning and building ordinances, and any other public ordinances pertaining thereto, and in addition:

a) No fence or wall, except necessary retaining walls of minimum height, or architectural walls approved with the original construction, shall be erected or allowed to remain nearer the front property line than the front building setback line.

b) On corner lots, no side street fence or wall, except retaining walls of minimum height, or architectural walls approved with the original construction shall be erected or allowed to remain nearer to the side street than the setback permitted by the City of Albuquerque Zoning regulations.

c) Side-yard and rear-yard fences or walls are required, and shall not be less than four feet (4') in height above finished grade. All side-yard and rear-yard fences shall be constructed on the property lines.

d) There shall be constructed and maintained a minimum five foot (5') perimeter wall along the lot lines abutting the westerly right-of-way line of Holbrook Street. Any wall or fence adjacent to Lots 28 through 53 in Block 1 shall not be less than five feet (5') in height above the finished grade.

e) The owners of lots upon which a wall constructed around the perimeter of the subdivision is located shall not remove or modify such wall nor cause the color of the same to be changed from its original color; and shall be responsible for maintaining the wall in an

attractive and safe manner for that portion thereof located on or adjacent to the lot owner's property. Walls that have been constructed around electrical switch cabinets, telephone risers, etc., or which have been located to comply with site distance requirements shall not be removed or relocated.

f) All fences and walls must be approved by the Architectural Control Committee.

12. RETAINING WALLS:

Retaining walls shall be party walls if placed on the common property line of two lots and shall not be removed by either property owner, nor the color altered by either property owner without the consent of the other(s).

13. SIGHT TRIANGLE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between a height of three feet (3') and a height of eight feet (8') above the roadways in HERITAGE EAST UNIT SIX SUB-DIVISION shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street right-of-way lines or, in the case of rounded property corners, at a point twenty-five feet (25') from the point the street right-of-way lines would intersect if extended in a straight line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at least eight feet (8') above the street level.

14. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one non-illuminated sign of not more than five (5) square feet, advertising the property for sale or rent. Additional signs may be used by a builder or realty office to advertise the property during the construction and sales period, subject to the prior written approval of the Architectural Control Committee as provided in Paragraph 20 hereof. Signs reasonably necessary for subdivision identification and direction may be constructed by Bellamah Community Development or its successors in interest.

15. LIVESTOCK, POULTRY AND PETS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other non-exotic household pets. No animal, fowl fish or reptile of any kind may be kept, bred or maintained for any commercial purpose.

16. GRADING:

No lot may be landscaped or regraded in such a manner as to cause the drainage characteristics of the lot to differ materially from the approved grading plan; and in no case shall the drainage characteristics be modified in such a way as to cause damage to adjacent properties. Any modification shall require the prior written approval of the Architectural Control Committee.

17. MAINTENANCE OF LOTS:

Owners of vacant lots and owners of residences will be responsible for keeping the lots cleared and free of all weeds, trash and other detracting conditions.

18. ACCESS:

There shall be no vehicular access to the adjacent lots from the Domingo Baca Arroyo or Holbrook Street.

19. TREES:

Each lot owner shall comply in all respects with the Albuquerque Street Tree Ordinance, Section 8-5-1, City of Albuquerque Revised Ordinances (1974) as said ordinance exists as of the date of these Protective Covenants are filed for record (herein the "Street Tree Ordinance"). Each lot owner shall submit a street tree plan as required by the Street Tree Ordinance, shall plant, trim and maintain trees as required thereby and shall replace dead trees as required thereby. This covenant may be enforced in accordance with Paragraph 22 hereof.

20. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of L. D. Stroup, D. T. Robertson, Douglas H. Reynolds, A. T. Sciarrillo and G. C. Page. Upon death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. Any members of the Committee may be removed at any time by a majority of the Committee, with or without cause. The Architectural Control Committee shall be authorized to designate an individual or individuals to take any action which could be taken by the Committee as a whole.

All requests for approval required or allowed hereunder shall be submitted to the Committee in writing, together with all documentation reasonably necessary for the Committee to act on the request. The Committee may request additional information should the same be deemed necessary.

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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 fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of projects previously submitted to the Architectural Control Committee 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. If construction or modification of any modification requiring approval of the Architectural Control Committee is not submitted, then these covenants may be enforced by any party before or after commencement and/or completion of construction.

Each individual member of the Architectural Control Committee employed by or associated with Bellamah Community Development shall become disqualified to serve on the Architectural Control Committee upon termination of such individual's relationship with Bellamah Community Development, and shall thereafter have no further rights or obligations thereto; and each such person shall conclusively be deemed to have resigned from the Committee one hundred eighty (180) days after the date Bellamah Community Development conveys title (legal or equitable) to its last remaining residential lot affected by these restrictions.

Bellamah Community Development shall endeavor to give notice of such resignations by recording in the county record in which these restrictions are filed, a notice of such resignation; and shall cause the same to be published as a legal notice in a newspaper of general circulation in the county in which the subdivision is located. Such notice shall be given as soon as practicable after the conveyance of the last lot, as specified above; however, failure to give such notice shall not extend the term of any member of the Committee, nor shall Bellamah Community Development be liable therefor.

In the event no member remains on the Architectural Control Committee, new members to the Committee can be chosen in the following manner: upon written request of ten percent (10%) of the owners of lots within the subdivision, a meeting shall be held for the purpose of selecting one or more members to the Committee. Reasonable diligence shall be used to notify the persons owning lots within said subdivision of the time and place of the meeting, and the purpose thereof.

At such meeting, up to five (5) persons may be selected as members of the Committee. Each lot owner shall be entitled to one (1) vote, cast by the owner(s) thereof, and the five (5) persons receiving the most votes shall be selected as members of the Committee.

21. DURATION OF COVENANTS:

These protective covenants and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants

are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to terminate or modify said covenants.

22. ENFORCEMENT:

Enforcement to restrain violation of these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, any may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally. The Architectural Control Committee shall not be obligated to enforce any covenant through legal proceedings.

23. SEVERABILITY:

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS AND EXCEPTIONS:

Until the Architectural Control Committee is deemed to have resigned pursuant to Paragraph 20 hereof, Bellamah Community Development shall have the authority to unilaterally change, amend or modify these covenants, to modify or amend height and setback requirements as to any individual lot without making such changes or modifications to any other lot(s), provided such change, modification or amendment does not materially change the character or quality of the lots subject to these covenants and does not materially increase the number of lots within the described area. In addition, amendments and/or exceptions to these restrictions, covenants and reservations may be made upon written approval of eighty percent (80%) of the owners of lots in said subdivision, with each lot being entitled to one (1) vote to be cast by the owner(s) thereof.

Bellamah Community Development hereby reserves and is granted the right and power to record a Special Amendment to these Protective Covenants at any time and from time to time, which amends these Protective Covenants to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities to make, purchase, sell, insure or guarantee first mortgages on any lot covered by these covenants.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Bellamah Community Development to

make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of Bellamah Community Development to make, execute and record Special Amendments. No Special Amendment made by Bellamah Community Development shall affect or impair the lien of any first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

25. ORDINANCES, EFFECTIVE DATE:

When compliance with any ordinance, rule or law is required by these covenants, such compliance shall be determined based upon the ordinance, rule or law existing as of the date construction of any building or structure is commenced.

26. EFFECTIVE DATE:

These restrictions, covenants and reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Bernalillo County, New Mexico.

DATED at Albuquerque, New Mexico, this 20th day of August, 1987.

BELLAMAH COMMUNITY DEVELOPMENT
a New Mexico general partnership

By: [Signature]

D.T. Robertson
Senior Vice President and
Regional Manager

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

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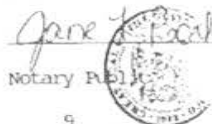
GLADYS H. DAVIS
CLERK

[Signature]

STATE OF NEW MEXICO)
 ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 20th day of August, 1987, by D.T. Robertson, Senior Vice President and Regional Manager of Bellamah Community Development, a New Mexico general partnership.

My Commission Expires: 6-5-90



OFFICIAL SEAL
JANE L. BORKEY
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Public Filed with Secretary of State
My Commission Expires 6-5-90

