

**PROTECTIVE COVENANTS
FOR
THE MEADOWS ON RIO GRANDE**

LOS POBLANOS DEVELOPMENT CORPORATION, a New Mexico corporation, hereinafter "DEVELOPER", is the owner of property located in the City of Albuquerque, County of Bernalillo, State of New Mexico, described as follows:

All of The Meadows on Rio Grande, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, Lots 1-23 Blk A, Lots 1-12 Blk B, Lots 1-34 Blk C, Lots 1-35 Blk D, Lots 1-4 Blk E, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on the ___ day of _____, 1993, as Document No. _____ (also hereinafter referred to as the "Subdivision", or as "lots", or individually as a "lot").

Developer does hereby certify and declare that it has established, and does hereby establish a general plan for the improvement, development, ownership, use and sale of the Subdivision, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said property shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth the Subdivision shall be used, improved, occupied, owned, sold and conveyed, subject to and in accordance with the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all portions thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every portion of the Subdivision as a servitude in favor of each and every other portion thereof, as the dominant tenements, as follows:

1. LOT USE. No building, except a single-family residential dwelling (hereinafter sometimes called "dwelling") and a private garage for no less than two (2) nor more than three (3) cars for use in connection with such dwelling, shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single-family dwelling. No lot

shall be further subdivided, but any two or more lots may be combined to produce one building site. No building shall be built closer than twenty feet (20') to the front lot line without the consent of the Architectural Control Committee (as defined in paragraph 18 below; also sometimes called the "Committee"), nor closer to the rear or side lot lines than allowed by City ordinance or as designated on the plat of the Subdivision.

2. DWELLING SIZE; MATERIALS; APPROVALS. No dwelling shall be erected on any lot unless such dwelling contains a minimum of eighteen hundred (1800) square feet of enclosed, heated living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas and garages. All buildings shall be of insulated frame stucco or adobe construction maintaining a pueblo, territorial or New Mexico southwestern design. All roofs shall be of clay tile or concrete tile, anodized metal or built up gravel. Cedar shakes or asphalt shingles will not be allowed. Built up or "flat" roofs will be allowed, so long as parapets obscure their view from ground level. All roof colors must be approved by the Committee. Any stucco color must be on the approved list of the Committee. No more than one dwelling shall be built on any one lot and no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed or maintained on said lot. Provided however, the garage appurtenant to any dwelling may be detached, if approved by the Committee.

3. DRAINAGE. No alteration of the drainage of any lot or any portion of the Subdivision as originally implemented by Developer shall be made. Anyone altering the drainage shall be absolutely liable for damages caused to any other owner or to Developer as a result of such alteration.

This subdivision is a flat drainage concept which means all waters of each lot must be contained within the lot boundaries. The streets are crowned so that waters from/on the street drain to each lot respectively. The building pads are elevated thereby enabling the water to drain away from the foundation into the ponding areas surrounding the home. These ponding areas cannot be altered, i.e., filled to create landscaping mounds. Drains shall be installed in both front and back ponding areas to enable any surface waters to percolate into the ground at an increased rate, thereby avoiding excess water ponding. See Exhibit A for details on drain systems.

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

5. BUSINESSES. No hospital, sanitarium or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon, or other place of entertainment, shall be erected or permitted upon any lot, and no other trade, business or commercial activity of any kind or character whatsoever except as permitted by Albuquerque city ordinance as currently in effect for the R-1 zone shall be conducted in or from any lot.

6. ANIMALS. No swine, horses, cows, or other livestock, and no pigeons, chickens, ducks, turkeys, or other poultry, shall ever be kept upon said lots. Dogs, cats or other ordinary household pets may be kept, provided they are confined to their owner's lot or on a leash held by a person capable of controlling the animal and not permitted to run free, and further provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Each pet's owner shall be responsible for clean-up and regular removal of pet litter, to prevent its becoming a nuisance.

7. WALLS; FENCES. No wire, pipe or wooden fences will be permitted except as erected by Developer to maintain continuity with existing fences. Except as approved by the Committee, no solid wall, fence, hedge, or other improvements shall be erected or maintained nearer to the front property line of a lot than the walls, attached open porch or balcony of the dwelling erected on said lot. Except as approved by the Committee, no side or rear wall, fence

or hedge other than the wall of a building constructed on said lots, shall be less than five feet (5') nor more than six feet (6') in height measured from the developer-graded ground elevation to the highest point of the fence or the fence posts, wall or wall posts or the hedge. The walls on lot lines on the perimeter of the Subdivision installed by Developer or the original residence builder shall be maintained by the owners of each lot containing such walls in their original condition and color and shall not be allowed to deteriorate. Subject to the provisions of the foregoing sentence, all wing walls, lead walls and other walls facing on a street shall be finished with the same texture and color as the residence. All wall finishes must be approved by the Committee. All back yard block walls will be brown block (in the color now known as Crego Tan or equivalent block of identical color) with street facing wing walls being stuccoed the same color as the house. In event an owner's back or side yard adjoins any trail or street, such owner is responsible for maintaining both sides of the lot line wall as well as maintaining any landscaping installed by Developer outside the wall. Maintaining includes watering, pruning, general care and replacing as necessary. Wing wall gates shall not permit the rear yard to be visible from the street.

8. ACCESSORY BUILDINGS. No prefabricated building nor any auxiliary structure of any nature whatsoever, permanent or temporary, attached or detached from a dwelling, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however, that during initial construction and sale of residences in the Subdivision, a temporary office, tool shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by the building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed upon completion of construction or of selling of dwellings, or when directed by Developer, whichever occurs first.

9. CLOTHESLINES; BASKETBALL GOALS; STORAGE; RUBBISH. No outdoor clotheslines shall be permitted. Basketball goals shall be permitted but in no case may a basketball goal be mounted on the roof or any part of a residence or on any wooden post(s). All equipment, service yards, wood piles, or storage piles (except those of the original builder on the lot) shall be kept screened by a solid wall, a solid fence, or a hedge so as to conceal them from view of neighboring lots, streets or park areas. All rubbish, trash or garbage shall be regularly removed at least once a week

from each lot and shall not be allowed to accumulate thereon, and shall not be burned. All trash receptacles shall be kept in enclosed areas and not exposed to public view, except when placed at curbside on the day of scheduled trash collection.

10. LANDSCAPING. The owner must landscape the front yard within sixty (60) days from completion of the residence. Ground cover must be at least 80% grass. At least two (2) trees three (3) inch in caliper or larger must be planted in the front yard. All landscaping must be regularly maintained, i.e., sufficient watering, mowing, weed removal and pruning of all plants to maintain a healthy, neat and attractive condition. Owners will be responsible for keeping their lots cleared and free of all weeds, trash, and other detracting conditions.

11. ANTENNAS. No antenna or other device for the transmission or reception of television or radio signals or any other non-visible form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except that a simple color television and radio antenna may be used if it is concealed behind the roof line parapet of a residence. No satellite-TV dishes shall be allowed.

12. SIGNS AND NUISANCES. No advertising signs (except one of not more than four (4) square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot or street in the Subdivision. Any graffiti shall be removed by the owner of the affected area (e.g. wall or sidewalk) within seven (7) days after the graffiti appears. In the event an owner's lot adjoins a street, trail, etc., the owner is responsible for graffiti removal on both sides of the lot-line wall within the 7 day period.

13. PROMOTIONAL ADVERTISING, CONSTRUCTION AND SALE ACTIVITIES. These protective covenants shall not prohibit Developer (or one or more home builders with Developer's written consent) from constructing, placing and maintaining one or more promotional signs and/or a sales model park within the Subdivision to aid and promote the sale of lots in this Subdivision, provided that any sales model park shall terminate and be

converted into regular lots when all other lots of the model park owner have been sold. These protective covenants shall not restrict the business activities, signs, billboards, or the construction or maintenance of buildings, if any, of Developer (or of any home builder, agents or designees, with Developer's written consent) during the construction and sale period.

14. OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon the subdivision, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort, or serenity of any occupants of the Subdivision. Dogs and other pets shall be restrained from any uncontrolled barking or other disturbing noises by their respective owners. No unshaded flood lights or other outdoor lights may be maintained which cause light to shine directly into the residence on any other lot.

15. ADDITIONS. Any addition to the dwelling unit must be of like material, color and craftsmanship as the dwelling originally constructed. No addition may be constructed without the prior written approval of the Committee.

16. AIR CONDITIONING; SOLAR UNITS. Air conditioners or evaporative coolers may not be installed on the roof, in any window or in any exterior wall of any residence, but shall only be installed on a ground-level pad and shielded from view from any neighboring lot or street by a fence or wall. No solar unit for heating or cooling or other purpose shall be erected, constructed, installed or maintained on any lot if it is visible from the street in front of the lot or from the intersecting side street if it is on a corner lot. However, a solar unit may be erected, constructed, installed or maintained on the rear of the house if it consists of flat plate collectors lying flush with the roof surface and protruding therefrom no more than six inches (6") or the solar unit is boxed in by a solid wall covered with roofing material to match the color and texture of the existing roof or walls, subject to the prior written approval of the Committee.

17. EXTERIOR. The exterior color of each dwelling shall be harmonious with the colors of surrounding residences, and shall be subject to the prior approval of the Committee. Any trim shall be painted in either a shade of

white or a lighter or darker shade of the same color as the primary exterior stucco color, all as approved by the Committee. All trim on any residence shall be painted one color. All exterior materials and colors of roof, walls and trim of each residence must be maintained as originally applied by the building contractor, unless a change is approved by the Committee.

18. ARCHITECTURAL CONTROL COMMITTEE.

A. The Architectural Control Committee is composed of three (3) members to be named in recorded addenda hereto from time to time by the Developer. The Committee may designate a representative to review submittals and recommend decisions hereunder. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor on a temporary basis until the Developer (or lot owners, as hereinafter provided) name a new regular member. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Protective Covenants, nor shall they have any liability to any lot owner or other person for any decision or other matter related to their duties and powers hereunder. The Developer's power to appoint all members of this Committee shall continue until December 31, 1997, or until Developer renounces such power in a recorded addendum hereto, whichever sooner occurs. Thereafter the then record owners of a majority of the lots shall have the power to elect the members of the Committee and otherwise change the membership of the Committee. In each case, the change and the then current composition of the Committee shall be shown in a recorded addendum hereto. Until such change in membership is effected as stated herein, the original Committee may continue to serve.

B. No building, fence, wall, or other structure or improvement shall be erected, placed or altered on any lot, and no other work requiring Committee approval shall be commenced, until the construction (or other) plans and specifications and a plan showing the location of the structure, all as may be required by the Committee, have been submitted to and approved by the Committee as to compliance with the Protective Covenants, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building, fence, wall or structure exterior shall be altered, remodeled or changed until building plans for such exterior change, alterations or remodeling have been approved by the Committee.

The Committee may in any case require additional information, renderings or other materials as the Committee may deem necessary for complete review of any proposal requiring its approval. Action shall be taken on all complete submittals of plans and specifications and other required materials by the Committee within thirty (30) days after submittal thereof. The committee may not charge any fee, but may require the submitting party to pay any costs incurred or to be incurred in connection with review of the party's submittals or its other actions hereunder.

C. The Committee is specifically empowered to grant variances from any of these Covenants, or to excuse violations, from time to time and in its sole discretion.

D. The decision (including consent, approval, disapproval or other action) of the Committee, given in writing signed by two (2) or more of its members, shall be final, subject to later reconsideration by the Committee in its discretion. Variances, excused violations and plan approvals shall not be reconsidered once construction is commenced in reliance thereon by the applicant. No variance, excused violation or other action by the Committee shall be deemed to waive or alter or otherwise affect these Protective Covenants with respect to any lot or owner other than those specified in the Committee action. Such written decisions shall be in recordable form and may, but need not, be recorded.

19. TIME TO COMPLETE. The work on constructing any building or other work requiring Committee approval shall be commenced within three (3) months after approval by the Committee, or such approval shall lapse automatically; and such work shall be completed within six (6) months from the commencement thereof.

20. COMPLIANCE WITH SOILS REPORT. All structures, landscaping and other uses on any lot in the Subdivision shall be in compliance with the soils report, a copy of which is on file with the offices of the Developer and the builder of each residence. Any soil compaction, replacement of fill dirt, drainage work or other matters required in connection with any such structures, landscaping and other uses shall be the sole responsibility of the residence owner and/or the person undertaking such use, and the Developer shall have no responsibility or liability therefor.

21. DURATION. These Covenants are to run with the land and shall be binding on all persons claiming any interest in any portion of the Subdivision, until December 31, 2023, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, not later than one (1) year prior to the end of such term or extension term, an amendment terminating these Covenants is adopted and recorded in the same manner as an amendment, as hereinafter provided.

22. AMENDMENTS. These Covenants may be amended at any time by the affirmative vote of the then record owners of three-fourths (3/4) of the residential lots in the Subdivision. Such an amendment shall be executed and acknowledged by said owners and shall become effective when recorded in the real property records of Bernalillo County, New Mexico.

23. VIOLATIONS. If the owner or occupant of any lot, or other person, shall violate or attempt to violate any of the Covenants herein provided, any person or persons owning any lot or lots shall have the right to prosecute any action in the proper court to enjoin such party from violating such covenant, or to recover damages from such violation, or both. However, no action may be maintained for any violation unless such action is commenced within one (1) year after the date on which the violation became evident or should have been evident to an ordinary owner of a lot.

24. VALIDITY. Invalidation of any of these Covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect.

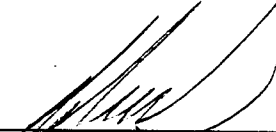
25. NON-WAIVER. Except as provided in Paragraph 23, no delay or omission on the part of any person, in exercising any right, power or remedy herein provided for, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, for or on account of anything contained or not contained herein, or failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of said Covenants, restrictions or reservations.

26. SUCCESSORS. The Developer's rights and powers hereunder shall also inure to the benefit of the successors or assigns of the Developer, if named as such in a written instrument signed by Developer and recorded in the real property records of Bernalillo County, New Mexico.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 30th day of June, 1993.


DEVELOPER:

LOS POBLANOS DEVELOPMENT CORPORATION

By 
Greg Anixter, President

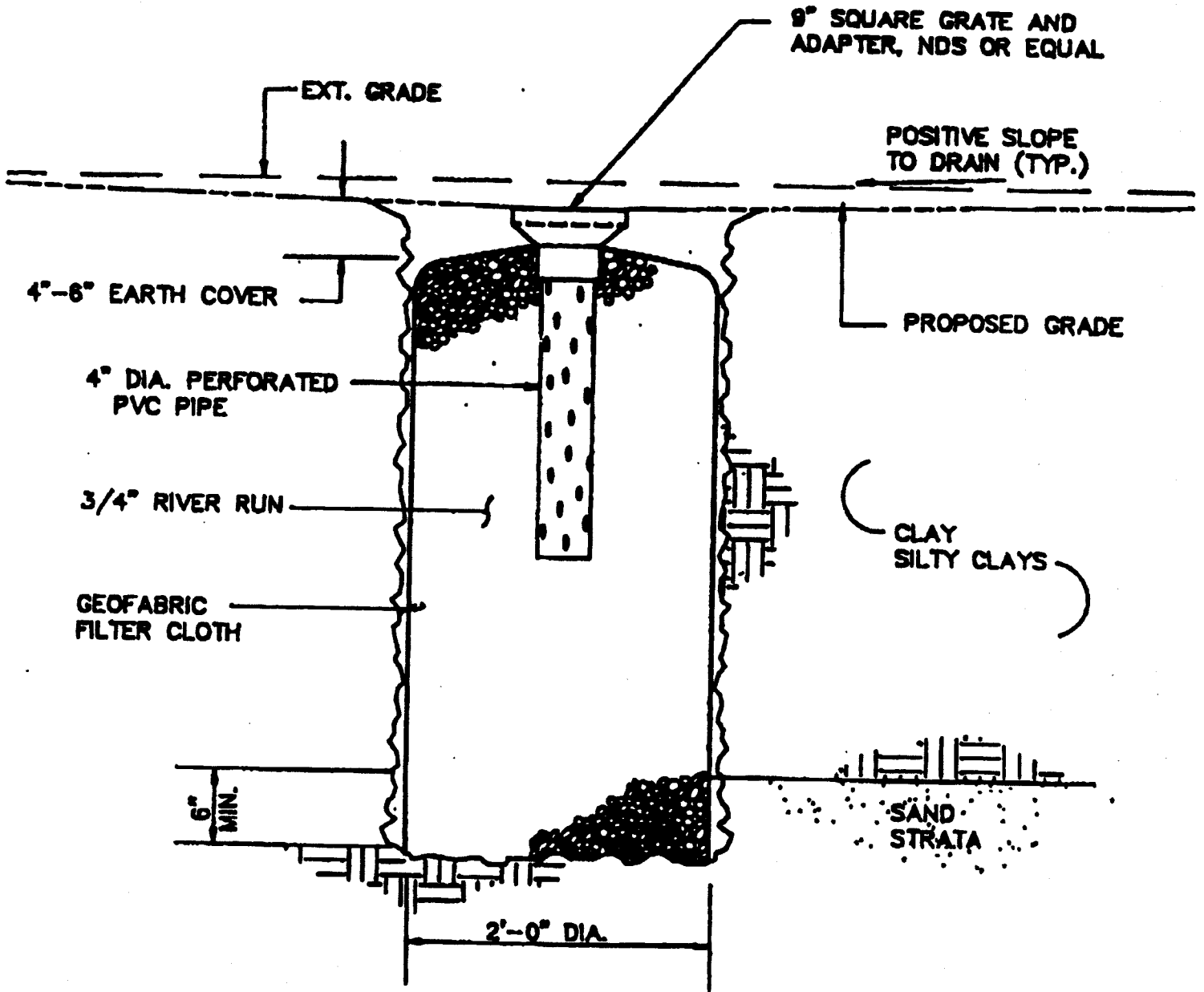
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30 day of June, 1993, by Greg Anixter, President of LOS POBLANOS DEVELOPMENT CORPORATION, a New Mexico corporation, on behalf of said corporation.


Notary Public

My commission expires: 10/6/93

EXHIBIT A



**REAR & FRONT YARD STORMWATER
PERCOLATION PITS**

1"=1'-0"

**ADDENDUM TO PROTECTIVE COVENANTS FOR
THE MEADOWS ON RIO GRANDE**

**NOTICE OF DESIGNATION OF
ARCHITECTURAL CONTROL COMMITTEE MEMBERS**

THE UNDERSIGNED, LOS POBLANOS DEVELOPMENT CORPORATION ("Developer"), makes this Notice this ___ day of _____, 1993, for recording in the real property records of Bernalillo County, New Mexico:

Developer is named as the Developer in that certain document entitled PROTECTIVE COVENANTS FOR THE MEADOWS ON RIO GRANDE, dated _____, 1993 and recorded _____, 1993 in the real property records of Bernalillo County, New Mexico in Book ___, Pages _____ (the "Covenants"). Under Section 18 of the Covenants, Developer is entitled to designate the members of the Architectural Control Committee.

Developer hereby gives notice that the following named persons are hereby designated the members of the Architectural Control Committee created under the Declaration:

Ralph Stone, Chairman
Greg Anixter
Nancy A. Anixter

Such persons' term of office shall continue until their successors are designated in the manner set forth in the Declaration. Such persons shall have all of the powers, privileges and immunities of the Architectural Control Committee as set forth in the Declaration. Any person, by submitting any matter to the Architectural Control Committee, shall be deemed to have accepted the Committee members' enjoyment and exercise of all such powers, privileges and immunities.

Submissions and all other communications to the Architectural Control Committee shall be addressed as follows, until a new address is designated by the Developer in any later written, recorded Notice:

Chairman, Architectural Control Committee
The Meadows on Rio Grande
1401 Central Ave. N.W., Suite A
Albuquerque, New Mexico 87104

Section 18 of the Covenants also permits the Committee to designate a representative to review submittals and recommend decisions under the Covenants to the full Committee. By their

signatures below, the members of the Committee designate Ralph Stone as the Committee's representative for such purposes.

IN WITNESS WHEREOF, the Developer has executed this Notice on the day and year first written above.

LOS POBLANOS DEVELOPMENT CORPORATION,
a New Mexico corporation

By *Ralph Stone*
Ralph Stone, Vice President

Ralph Stone's appointment as Committee Representative is hereby approved by the Committee:

Ralph Stone
Ralph Stone, Chairman

Greg Anixter
Greg Anixter

Nancy A. Anixter
Nancy A. Anixter

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30 day of June, 1993 by Ralph Stone, Vice President of LOS POBLANOS DEVELOPMENT CORPORATION, a New Mexico corporation, on behalf of the corporation.

Clara C. Moran
NOTARY PUBLIC

My Commission Expires:
11/16/93

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me
this 30 day of June, 1993 by Ralph Stone.

Clair C. Mamer
NOTARY PUBLIC

My Commission Expires:

10/6/93

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me
this 30 day of June, 1993 by Greg Anixter.

Clair C. Mamer
NOTARY PUBLIC

My Commission Expires:

10/6/93

STATE OF NEW MEXICO)
) SS
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me
this 30 day of June, 1993 by Nancy A. Anixter.

Clair C. Mamer
NOTARY PUBLIC

My Commission Expires:

10/6/93

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