



Forest Park *Property Owners Cooperative Association Inc.*
Box 132 Cedar Crest, N.M. 87008

Declaration of Restrictions
Forest Park
A Subdivision in Bernalillo County, New Mexico

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. A three-quarters majority of the record owners of the residential lots in said Forest Park may agree to change said covenants in whole or in part. A Forest Park Property Owners Association is established with a Board of Directors acting as the Architectural Control Committee.
2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein provided, any other person or persons owning any real property in said Forest Park (including any owners of commercial property therein) shall have the right to prosecute any action in court to enjoin such party from violating such covenant, or to recover damages for such violation, or both.
3. Invalidation of any of these covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect.
4. Lots numbered four (4) and six (6) to ninety-two (92), inclusive, FOREST PARK, are hereby designated residential lots. No manufactured or mobile homes shall be erected on any residential lot. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling and buildings related thereto, except that this provision shall not prevent the combination of two adjoining lots for one such dwelling.
5. Except by specific consent of the Board of Directors, no building shall be located on any residential lot nearer than fifteen (15) feet to the rear or any side lot line.
6. Before anyone shall commence the construction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, coping, tank, visible air conditioner, radio antenna more than 5 feet above a building, or other structure whatsoever, on any lot, there shall be submitted to the Board of Directors two complete sets of the plans and specifications for said work and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property of the wall, fence, coping, or other structure proposed be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.
7. The Board of Directors shall approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of plans and specifications with the approval or disapproval endorsed thereon shall be returned to the owner and the other copy thereof shall be retained by the Board of Directors.
8. The Board of Directors shall have the right to disapprove any plans, specifications or details submitted to them as aforesaid in the event such plans and specifications are not in accord with all the provisions of this declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or if the plans and specifications submitted are incomplete, or if the Board of Directors deems said plans and specifications contrary to the spirit

and intent of these restrictive covenants, or contrary to the interest and the welfare and rights of all or any part of FOREST PARK. The decision of the Board of Directors in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed upon any lot in FOREST PARK without the prior written consent of the Board of Directors.

9. The Board of Directors shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Board of Directors, or for any work done pursuant to the requested changes of said plans and specifications.
10. No residence having a heated ground floor area of less than 1500 square feet, excluding garage or any detached structure shall be erected on any residential lot.
11. No offensive activities of any kind shall be carried on upon any residential lot, nor shall anything be done on any lot which shall constitute an annoyance or nuisance to the neighborhood. No trash or garbage shall be burned on the premises except in approved incinerators located indoors or within service yard. No garbage shall be stored in exterior containers. No barbecue or other outdoor cooking facility shall be located thereon nearer than ten feet from either side of the lot line.
12. No house trailer shall be parked on any residential lot, nor shall any trailer, tent, shack, garage or other outbuilding be used as a residence, temporarily or permanently.
13. The exterior of all buildings on residential lots shall be finished according to plans approved by the Board of Directors within twelve months of the start of construction.
14. Each residence shall be provided with a method of sewage disposal meeting the recommended standards of the Bernalillo County Health Department. Garbage and waste shall be kept in covered containers and stored or disposed of in a manner approved by the Bernalillo County Health Department. Outdoor privies are prohibited.
15. Natural vegetation is to be left undisturbed where practical if meeting Forest Service recommendations on residential lots, except for access to property, clearing of building sites and establishment of lawns and flower beds adjacent to buildings. No Chinese elms, cotton-bearing cottonwood trees or Bermuda grass shall be maintained on residential lots.
16. Access roads and utility easements are dedicated and reserved as shown on the plat of the Subdivision.
17. Butane tanks must conform to state regulations and must be located so as not to detract from the appearance of any lot.
18. Only domesticated animals may be kept on residential lots provided they do not become a nuisance to other residents.
19. No residential lot may be subdivided, nor may a portion of any residential lot be sold except to adjacent property holders for the purpose of increasing the size of an adjacent lot. No room or rooms in any residence may be rented or leased to any person, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire lot together with its improvements as a single unit to a single family.
20. It shall be the responsibility of owners of vacant residential lots to keep said lots clear of trash, rubbish or noxious material.
21. No unshaded floodlights shall be maintained which cast a light directly into the homes of other residents in the Subdivision.

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

Witness the hand and seal of the undersigned this 28th day of May, 2002.

Forest Park Corporation

By Valerie J. K. Anderson
Valerie J. K. Anderson, President

Attest:

Robert J. Cumming
Robert J. Cumming, Secretary

Signed before me this 28th day
of May, 2002
by Valerie J. K. Anderson
President, Property Owners
Association of Forest Park



OFFICIAL SEAL
GAY JONES-THOMSEN
NOTARY PUBLIC
STATE OF NEW MEXICO

My commission expires 02/03/04

Gay Jones-Thomsen