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**AGREEMENT FOR RESTRICTION
ON USE OF REAL PROPERTY**

This Agreement for Restriction on Use of Real Property ("Agreement") is entered into on December 20, 1995 by and between Hoech Real Estate Corporation, a New Mexico corporation ("Hoech") and David J. Harnick and Connie V. Harnick, husband and wife ("Harnick").

Recitals

A. Hoech is the owner of the following described real property: Lot numbered Six (6) and Lot numbered Seven (7) in Block numbered Sixteen (16), Tract 3, Unit 3, North Albuquerque Acres, a subdivision of a tract of land in School Districts 3 and 4, Bernalillo County, New Mexico, as the same are shown and designated on the map of said subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 10, 1931 ("Lots 6 and 7").

B. Harnick is the owner of the following described real property: Lot numbered Eight (8) in Block numbered Sixteen (16), Tract 3, Unit 3, North Albuquerque Acres, a subdivision of a tract of land in School Districts 3 and 4, Bernalillo County, New Mexico, as the same is shown and designated on the map of said subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 10, 1931 ("Lot 8").

C. Harnick purchased Lot 8 from Hoech and Hoech agreed to restrict the use of Lots 6 and 7 upon Harnick's purchase of Lot 8.

D. Lots 6 and 7 are currently used as a drainage pond. However, if certain conditions are met, Lots 6 and 7 will be made available for construction of single family residences.

Agreement

The parties agree as follows:

1. **Recitals.** The above-referenced recitals are incorporated as if fully set forth here.
2. **Use as Drainage Pond.** As long as Lots 6 and 7 are used as a drainage pond, Hoech (and its successors and assigns) shall maintain the drainage pond in good condition and keep Lots 6 and 7 reasonably clean of trash and weeds.
3. **Restriction on Future Use.** If Lots 6 and 7 are used for a purpose other than as a drainage pond, the final grade of the prepared building pad on the property shall not be higher than three feet (3') above the elevation of the top of the curb constructed within the right-of-way abutting Lots 6 and 7.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

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96-26191-6194
JUDY D. WOODWARD
CO. CLERK & RECORDER
M. Woodward

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4. Binding on Successors and Assigns. The rights, restrictions and limitations contained in this Agreement shall burden and run with Lots 6 and 7, shall be appurtenant to and run with Lots 6 and 7, and shall inure to the benefit of Lot 8 and any subsequent owner of Lot 8 and their respective successors and assigns.

5. Dedication. The provisions of this Agreement shall not be deemed to constitute a dedication for public use nor create any rights to the general public.

6. Enforcement Rights.

(a) Any party may enforce the provisions of this Agreement (i) by a suit at law for damages for any compensable breach of or noncompliance or for declaratory relief to determine the enforceability of any such terms, (ii) by an action in equity or otherwise for specific performance to enforce compliance or for any injunction to enjoin the continuance of any breach or violation, or (iii) through any other right or remedy to which such party may be entitled at law or in equity.

(b) The rights and remedies established under this Agreement shall be deemed to be cumulative; and no one of such rights and remedies shall be exclusive of any other right or remedy which any party might otherwise have by virtue of the terms of this Agreement or under law. The exercise of any particular right or remedy shall not impair the right to exercise any other right or remedy.

7. No Waiver. No waiver of any default shall be implied from any omission by any party to take any action in respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent or approval of any party to or of any act or request requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

8. Invalidation. The invalidation of any of the provisions contained in this Agreement, or the application to any person by legislation, judgment or court order, shall in no way affect any of the other provisions or the application to any other person, and the same shall remain in full force and effect.

9. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

10. No Rights in Public. Nothing herein contained shall be deemed to be a gift or a dedication of any portion of any of Lots 6 and 7 to or for the general public or for any public purpose whatsoever. The provisions of this Agreement are for the exclusive benefit of the parties and their

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successor and assigns, and not for the benefit of any third person, and this Agreement shall not be deemed to have conferred any rights upon any third person.


11. General Interpretation.



(a) This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of New Mexico. If any term, provision or condition contained in this Agreement (or the application of any such term, provision or condition) shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

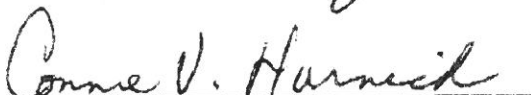
(b) When the context in which the words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders, and the term "party" shall include natural individuals, associations, trusts, estates and all other forms of business entities. The captions are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation or construction.

(c) In all cases the language in all parts of this Agreement shall be construed simply, according to its fair meaning under New Mexico law. The language of this Agreement shall not be construed for or against either of the parties.

Hoech Real Estate Corporation,
a New Mexico corporation

By 
Donald G. Hoech, President

 
David J. Harnick


Connie V. Harnick

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ACKNOWLEDGMENT FOR CORPORATION

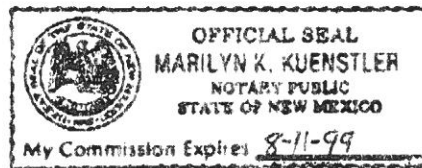
STATE OF NEW MEXICO)
) ss.
 COUNTY OF BERNALILLO)

This instrument was acknowledged before me on December 20th, 1995, by Donald G. Hoech, President of Hoech Real Estate Corporation, a New Mexico corporation, on behalf of the corporation.

Marilyn K. Kuenstler
 Notary Public

My Commission Expires:

8-11-99



ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 10th, 1995, by David J. Harnick and Connie V. Harnick, husband and wife.

David J. Harnick
 Notary Public

My Commission Expires:

1-18-00