

COVENANTS - ALAMO VISTA SUBDIVISION, UNIT 1

- A. That said real estate shall not be subdivided into any tract smaller than two acres in area (87,120 square feet). This area shall not include roadway easements.
- B. No swine of any kind shall be raised, bred, or kept on any portion of said real estate. All other livestock shall be kept in fenced and adequately enclosed areas. And no animals or poultry may be kept or maintained in any manner or number which is a nuisance or offensive to adjacent land owners, whether by reason of noise, odors or otherwise.
- C. No portion of said real estate shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.
- D. All owners shall endeavor to maintain the property in as natural a state as possible inasmuch as land-clearing is concerned. The native growth, including Cacti, Mesquite, Creosote Bush and Ocotilla, shall not be destroyed or removed from said real estate, except as is necessary for roadways, utility ways, structures and walled-in or fenced-in yards, gardens and patios.
- E. All homes shall be constructed as single family units. Only one home shall be built on each lot. No Mobile Homes, Modular Homes, or Trailers may be moved onto said real estate. And no structure of a temporary character, or a Trailer, Mobile Home, Modular Home, Tent, Shack, Garage, Barn or outbuilding shall be used on any tract at any time as a residence. No structure or out-house shall be used or built for the purpose of outside toilet facilities. No provision of this paragraph shall prevent any owner of said real estate from storing a travel trailer or motor home on said property for use elsewhere.
- F. These Covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-Five (25) years from the date these Covenants are recorded, at which time they shall be automatically continued in force for successive periods of Ten (10) years each, unless discontinued or amended at the end of the first period, or any subsequent ten year period, by filing with the County Clerk of Otero County, New Mexico, an appropriate instrument signed by the owner or owners of 51% of the total number of acres in said real estate.
- G. All of the Restrictive Covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate, and if any person or persons violate or attempt to violate any of said Covenants, then it shall be lawful for any other persons owning land within said boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act, and to have any and all further legal and equitable relief.
- H. All utility wires shall be installed underground. This includes electricity feeder lines as well as service lines, telephone and cable television lines. Lines crossing the property for service elsewhere shall also be installed underground.
- I. No more than two head of livestock allowed per lot.
- J. The property may not be put to any commercial use which may become a nuisance to the neighboring lot owners.
- K. Any construction project initiated must be completed on the exterior within 9 months of initiation.
- L. Invalidation of any one of the Covenants contained herein by judgement, decree, or court order, or for any other reasons, shall in no way effect any of the other Covenants, all of which shall remain in full force and effect.

E. CHECKING ACCOUNT:

A checking account shall be maintained in the name of Alamo Vista Well Site. All expenses shall be paid from this account and all water bill payments shall be deposited into the account. The Acting Director shall be responsible for the account and shall give a report on its status at the annual meeting.

F. ZERO CONSUMPTION BILLING:

A minimum bill of \$5.00 monthly shall be billed to each lot once the lot has been sold by the original developer. Thus, if a lot stands vacant for a period of time before construction begins a bill will be due to help cover upkeep expenses. This minimum fee may be changed by vote of the lot owners.

G. VOTING:

On all issues which require a vote of the lot owners, the decision of a majority vote shall be acceptable to all lot owners. Each lot shall have one vote.

H. DISCONTINUED SERVICE:

If a lot owner chooses to drill his own private well and discontinue use of the well site for the purpose of obtaining water, he may either transfer his undivided interest in the well site to the remaining owners, or pay the minimum monthly bill. Transferring one's interest in the well site to the remaining owners will not cause forfeiture of easements across the well site for other utilities to one's lot. Only by transferring interest in the well may a lot owner become released from future repair and replacement expenses.

I. TRANSFER OF OWNERSHIP:

The transfer of a lot owner's undivided interest in the well site shall pass to a successive owner simultaneously with the transfer of title to the lot.

J. USE:

The well site shall only provide water to the four lots within Alto Vista Subdivision, Unit 1. Owners may not use water outside of their lot boundaries.

K. ENFORCEMENT OF PROVISIONS:

To enforce the provisions of this agreement, the director, in concurrence with the voting requirements as set forth in this agreement, may proceed to enforce the terms and provisions of this agreement. Before filing any action in District Court, a letter shall be sent to the land owner who is in breach of the terms of this agreement, stating that he shall have thirty (30) days in which to correct the breach of this agreement. This letter shall be sent certified and shall specify the breach. If the delinquent land owner has not corrected said breach within thirty (30) days of date of said letter, action may be commenced in the District Court of Otero County, New Mexico. The prevailing parties shall be entitled to court costs and reasonable attorney's fees as established by said court.

L. SPIRIT OF COOPERATION:

It is recognized by the lot owners that the motivating factor behind this common well arrangement is the high cost of individual wells and the fact that one well can supply the domestic needs of four households. From time to time problems and alternative solutions may arise creating disagreement among the lot owners. Thus, cooperation is essential. All present and future lot owners vow to strive to achieve mutual agreement, and to keep the spirit of cooperation first in importance.

WATER WELL OWNERSHIP AND OPERATION AGREEMENT

Ross Construction, of 3123 Zuni Place, Alamogordo, New Mexico, 88310, as a real estate developer, submits the following set of guidelines to be followed by the future lot owners of the lots within Alamo Vista Subdivision, Unit 1, Otero County, New Mexico. The well located on the well site along with a pump house, and a pressure pump system has been installed by the developer, Ross Construction, prior to the sale of the lots. Upon the sale of the lots and the transfer of an equal undivided interest in the well site, the new lot owners shall take over full responsibility of the operation and maintenance of the water well system. The operation and future use of the well and well site shall be handled as follows:

A. DIRECTOR:

Landowners shall meet annually to elect a director for the following year. The Director's duties shall be as follows:

1. Pay all utility bills and any other bills which arise out of the operation of the well or become necessary for its continued operation.
2. In the event of a breakdown, contact appropriate repairmen to obtain cost estimates, discuss selection with other lot owners if costs are substantial, and order repairs to be made, paying costs from community funds.
3. Take care of any other matters which may arise in order to maintain uninterrupted water service to the four lots.

The Director shall not be paid.

B. OWNERSHIP:

The Alamo Vista well site is owned as tenants in common by the owners of lots 1, 2, 3, & 4 of Alamo Vista Subdivision, Unit 1. Each lot represents a one-quarter undivided interest in the well site, unless ownership is forfeited by a particular lot. In such case the ownership shall be equally shared by the remaining lots.

C. EXPENSE PROPORTIONING:

1. MONTHLY RECURRING EXPENSES

A \$25 per month fee will be charged each lot owner; payments to begin the month construction is started on his home. This fee will be used to pay monthly well site utility bills, minor repairs, and to build reserves for future major maintenance items such as pump replacement. This fee may be raised or lowered by a majority vote of lot owners.

2. MAJOR REPAIRS & EXPENSES

Major repairs shall be paid from the Alamo Vista Well Site Checking Account where possible. When expenses exceed the balance in the account, they shall be shared equally by lot owners.

3. INDIVIDUAL RESPONSIBILITIES AND EXPENSES

Each lot owner shall be responsible for the installation and repair of his water line from the well site shut-off valve to his home.

D. CASH RESERVE

Cash reserves will be maintained in the Alamo Vista Well Site Checking Account.

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H. This agreement is for the sole use of the owners of the aforesaid water well and is not intended as a waterworks or water association.

DATED this 9 day of October, 1981

ROSS CONSTRUCTION

BY: [Signature]
R. E. ROSS, PRESIDENT

STATE OF NEW MEXICO)
) SS
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 9 day of October, 1981, by R. E. Ross, President, Ross Construction.

My Commission Expires: 11/14/81



STATE OF NEW MEXICO)
OTERO COUNTY)
FILED FOR RECORD IN MY OFFICE
This 9 day of Oct 1981
At 10:55 a.m. by E. M. and duly authorized
in Book No. 510, Page 184-187
the records of Otero County, New Mexico
Kate C. Adams
County Clerk, Otero County, New Mexico
By: [Signature]

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