

RESTRICTIVE COVENANTS  
OF  
AMISTAD SUBDIVISION

1 March 1993 amended per Article XII

WHEREAS, W & A ENTERPRISES, INC. is the owner of the following described real estate located in Otero County, New Mexico, EXCEPT LOTS #7 and #10, following procedure outlined in Article XII do alter certain articles.

Beginning at the North One Quarter corner of said Section 29, and going S 89° 26' 17" E along the Section line a distance of 1327.86 feet; thence S 00° 18' 46" E a distance of 515.83 feet to a point on the North Right-of-Way line of County Road A059; thence following said North Right-of-Way line and going S 73° 00' 40" W a distance of 726.59 feet; thence along a curve to the left having a radius of 1893.78 feet and a central angle of 05° 09' 40", an arc distance of 170.59 feet; thence S 68° 36' 00" W a distance of 310.85 feet; thence along a curve to the left having a radius of 7960.50 feet, and a central angle of 01° 20' 44", an arc distance of 186.96 feet; thence leaving said North Right-of-Way line and going N 00° 31' 35" W a distance of 970.76 feet to the place of beginning and containing 22.114 acres.

WHEREAS, said owner desires to place certain restrictions in regard to the building, improvements use and other manners as hereinafter set out with respect to the above described property in order to assure the desirable development thereof;

NOW, THEREFORE, said W & A Enterprises, Inc. hereby declares to and agrees with every person (his heirs, personal representatives and assigns) who shall become owner of any real estate, that such real estate shall be and is hereby bound to the covenants and restrictions set forth herein and such real estate shall be held and enjoyed subject to and with the benefit and advantages of the following restrictions, limitations, conditions, covenants and agreements, as follows:

I. Architectural Committee.

(a) The purpose of the Architectural Committee is to assure, through architectural control of building design, placement, and construction that all improvements on and use of real estate within the exterior boundaries of the above described real estate shall conform to the requirements of these restrictive covenants, and minimize alteration of existing plants and terrain.

(b) The Architectural Committee shall be composed of three persons. The initial committee shall be Weldon O. Wade, Eugenia Wade, and Colvin H. Agnew. New committee members shall be elected by the Homeowners Association after all of the lots have been sold in this subdivision. The committee members shall each serve on the committee until such member dies or no longer owns an

interest of record in real estate located within the exterior boundaries of the real estate above described. Ownership of an interest in W & A Enterprises, Inc. shall be considered to be an ownership of an interest of record of property located within the exterior boundaries of the above described property for so long as said Corporation has interest of record in property located within the exterior boundaries of the above described property.

Vacancies which occur on the committee shall be filled by election at which each property owner within the exterior boundaries will be allowed one vote.

(c) No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any Parcel until the exterior construction plans and specifications, exterior materials to be used, exterior color, and location have been approved by the Architectural Committee. The Committee shall not approve the project unless the materials, color, location, plans and specifications result in a structure that harmonizes with the existing structures in the area and/or blends with the surroundings and the structure is located in such a manner as to suit the topography of the surrounding property as well as being located in an aesthetically pleasing place. Disapproval of a structure may be based on purely aesthetic values as seen by the Architectural Committee.

(d) All applications for approval shall be in writing and either had delivered to a member of the Architectural Committee or mailed to the Architectural Committee, At W & A Enterprises, Inc., Amistad Subdivision, PO Box 689, La Luz, New Mexico 88337. The Architectural Committee shall act upon such application within thirty days after delivery to them of the application. The Architectural Committee may express approval passively by not giving written notice of approval within the thirty day period. The Architectural Committee shall only disapprove an application by a vote against the application by at least two of the members. Such disapproval shall always be in writing stating the reason for disapproval. All applications, written approvals, and disapprovals shall either be hand delivered and a written receipt obtained from the recipient or be mailed in such a way that a receipt of delivery is obtained from the proper recipient.

## II. Permanent Buildings and Use.

There shall be no commercial use of property within the boundaries of the real estate above described and all property shall be utilized as residential property except that agricultural use incident to residential use may be permitted by the Architectural Committee as outlined in I (d).

No dwelling of less than 1600 square feet shall be constructed; all dwellings shall be one story in height; all construction shall be completed within 12 months from the day construction began; all proposed improvements shall be subject to approval of the Architectural Committee which may refuse to allow such proposed improvements in accordance with paragraph I(c) hereof.

No building or fence shall be located on a lot within the exterior boundaries of the above described real estate without having first been approved for that location by the Architectural Committee. The Committee

shall consider such things as nearness to property lines, visual relationship with other owners' buildings, and aesthetic values. The object is to retain privacy between improvements by either distance or by visual screening.

III. Temporary Structures and Temporary Housing.

No structure of a temporary or a mobile nature, trailer, tent, mobile home or motorhome shall be placed within the boundaries of the property above described for longer than three consecutive nights and days except that the Architectural Committee may grant a permit for any of the above for longer periods during the construction phase of a permanent structure or VACATION camping. Homeowners and their guests may use motorhomes and camping trailers; commercial use strictly prohibited, see II. and PARKING X. An application for such a permit shall be handled in the same manner as other applications under the (d) procedure clause of the Architectural Committee.

IV. Time of Construction.

Once construction has begun on any permanent building, that building shall be completed within twelve (12) months from the day construction began. The Architectural Committee may extend this period up to an additional twelve months in unusual circumstances so long as construction is actively pursued. Such time extension shall be in writing. Construction shall be deemed as begun on the date that any building material is placed upon a Parcel or upon the date any foundation work is begun, whichever is earlier.

V. Nuisances.

Nothing shall be done or permitted on any Parcel or within the boundaries of the property above described which is or may become an annoyance or nuisance to the other property owners. Specifically labelled as nuisances are the following:

1. Snowmobiles, motorized trail bikes, motorcycles, and any other noisy vehicle of any kind permitted.
2. Operation of chain saws and other noisy equipment other than between the hours of 9:00 a.m. and 5:00 p.m.
3. Erection and use of any light that is attached to and higher than the building to which it is attached.
4. Erection and use of any light attached to a pole or structure other than a building that exceed six feet in height above the surrounding terrain.
5. Propane or other bottled gas tanks that are not shielded from view by either an approved fence or by planting of trees or shrubbery.

6. All burning of trash and waste except for the burning of leaves, wood, and coal under the direct supervision and control of a responsible person and an approved incinerator.

7. Any use of explosives of any kind including fireworks (this does not include annual Fourth of July fireworks display). Nothing in this paragraph shall be construed to limit the lawful use of firearms.

8. Any chimney that does not have a spark arrestor permanently attached over it through which all smoke must pass.

9. Barking dogs, howling dogs, and yowling cats.

10. And all other noisy, smelly, unsightly things, permanent clothes lines (screened, collapsible clothes lines permitted), activities, animals and fowl.

VI. Refuse, and Rubbish (Trash) and Junk.

Refuse, rubbish (trash), and waste shall be kept and disposed of in a sanitary manner. Otero County Ordinance #91-04, Bood 002, Refuse, Litter, Handbill, and Weed Control ordinance, Section IV paragraph k, "clearing of litter from private property by County", applies and will be strictly enforced. All household refuse and rubbish (trash) shall be kept in a closed container inside a residence, a basement, a garage, or in an ancillary building. No refuse and rubbish (trash) or nonhousehold refuse and rubbish other than leaves and dead limbs shall be permitted to remain exposed upon a parcel. Also, no automobiles, trucks, tractors or other vehicles, whether self-propelled or not, shall be permitted to remain within the boundaries of the property described above in a non-operable condition. Operable vehicles must have a current license.

VII. Fences.

The design of all fences and the method of construction is subject to approval of the Architectural Committee. No fence shall be built that restricts the right of all to walk and play along the walkways and roads.

VIII. Signs.

Any sign displayed shall not exceed four square feet in area and there shall not be more than one sign displaced on an individual lot, except one realtor sign not larger than 30 square feet as approved by Architectural Committee.

IV. Sales of Sand, Gravel, Top Soil and Other Surface Material, Including Native Plants.

Owners are prohibited from selling or removing any materials from the surface within the boundaries of the property described above that would

result in a change of the appearance and/or level of the surface of the real estate other than as a normal incident to construction, without the prior approval of the Architectural Committee.

X. Vehicle Parking.

All vehicles, whether self-propelled or not, shall be parked in such a manner that they are not a nuisance, aesthetically or otherwise, to the other owners. Trucks larger than three-quarter ton rating shall not be kept within the boundaries of the property above described, except as specifically permitted by the Architectural Committee or its successor. No vehicle displaying signs larger than two square feet in total area on its exterior shall be kept on the real estate unless that vehicle is kept inside an enclosed garage.

XI. Animals.

No animals or fowl of any kind, whether domestic or customarily wild shall be kept on the real estate except that no more than a reasonable number of dogs and cats may be kept and domestic livestock not used in a commercial enterprise is permitted. Dogs or cats less than four months of age which are the offspring of owners dogs or cats may be kept in addition to the limit of above. Any dog or cat kept within the boundaries of the real estate above described shall be kept in a yard or pen and not allowed to run loose except when the dog or cat is accompanied by someone capable of keeping the dog or cat under control. This paragraph shall in no way refer to the wild animals and wild fowl running free. Supplemental feeding of such wild animals and wild fowl shall not constitute keeping an animal or fowl.

XII. Alteration of the Declaration of Restrictions.

The Restrictive Covenants may be altered in whole or in part by a simple majority vote of the representatives of the real estate and main residences, after 30 day written notice of intention to amend is given to each owner, as follows: Each property within the boundaries of the property above described shall have an assigned number of votes to be exercised by the owner or owners of record of each Parcel, according to lot size.

The simple majority shall mean at least 51% of all eligible votes whether or not all eligible votes are cast. As used in the paragraph, the word lot includes any property retained by W & A Enterprises, Inc.

XIII. Homeowners Association.

Each property owner or owners shall be a member, if an association is formed, of the Homeowners Association, entitled to the privileges set forth in the Association Agreement, and for the payment of assessments as outlined in the Homeowners Association.

Agreement to be drafted and filed as Section XV.

XIV. Enforcement.

These covenants and restrictions are to run with the land and are to be binding upon all parties and all persons claiming under them. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them, either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, covenant or condition contained herein, however long continues, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any covenant or restriction herein contained shall not in any way affect any of the other covenants or restrictions but they shall remain in full force and effect.

W & A ENTERPRISES, INC,

BY: *Colvin H. Agnew*  
COLVIN H. AGNEW, MD. PRESIDENT

BY: *Weldon O. Wade*  
WELDON O. WADE, VICE PRESIDENT

Bk 746 Pg 682

STATE OF NEW MEXICO }  
COUNTY OF OTERO } SS

The foregoing instrument was acknowledged before me this 11th day of March, 1993, by COLVIN H. AGNEW, President, and WELDON O. WADE, Vice President

OF W & A ENTERPRISES, INC.

Haven Blanc  
Notary Public

2/19/96

MY COMMISSION EXPIRES:



STATE OF NEW MEXICO }  
OTERO COUNTY }  
FILED FOR RECORD IN MY OFFICE  
This 2nd day of April 19 93  
At 8:00 o'clock P.M. of the County of Otero  
Book No. 746 Page 682  
the records of the County of Otero, New Mexico  
Mary D. Austin  
County Clerk, Otero County, New Mexico  
By Michael Vaughn Deputy

02940