

RESTRICTIVE COVENANTS

BONITA VISTA, INC., a New Mexico corporation, the owner of the real estate hereinafter described, in order to carry out a general residential plan of building on that part of the Northeast-Southeast quarter of Section 27, and the N/2 SW/4, NW/4 SE/4 of Section 26, Township 17 South, Range 12 East, N.M.P.M., Otero County, New Mexico, dedicated as Bonita Vista Subdivision and more particularly described on the plat thereof filed in the office of the County Clerk of Otero County, New Mexico on August \_\_, 1968, in Book \_\_ at Page \_\_ of the Map File Records, does hereby impose the following restrictive covenants on all lots within said subdivision, to-wit:

1. Land Use. No lot shall be used except for residential or vacation cabin purposes.
2. a) Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure upon the lot have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.  
  
b) Committee. The architectural control committee is composed of the Board of Directors of Bonita Vista, Inc., as that board shall exist from time to time. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

c) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Size. The ground floor area of the main structure of any residence or vacation cabin, exclusive of open porches, breezeways, carports and garages, shall not be less than 600 square feet. No residence or vacation cabin may be occupied or otherwise used until the exterior thereof is completely finished with no less than two coats of paint or according to specifications approved by the architectural control committee.
4. Lot Area. No lot may be divided into more than one building site.
5. Plumbing. No outside toilets shall be installed or maintained and all plumbing shall comply with the New Mexico State Plumbing Code, as the same may be amended from time to time. No plumbing shall be utilized which does impair or may reasonably be deemed to impair the water supply of the Bonita Vista Subdivision.
6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.
7. Temporary Structures. No trailer, basement, tent, shack, barn or other outbuilding erected on a lot shall at any time be used as a residence or vacation cabin, nor shall any structure of a temporary character be used as a residence or vacation cabin. Provided, however, a trailer or other structure of a temporary character may be occupied during the period the main residence or vacation cabin is constructed but, in any event, not to exceed one calendar year in duration.
8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period.
10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. Term. The foregoing covenants are to run with the land and shall be binding upon all of the parties hereto, their heirs, assigns and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in this addition, it is agreed to change the said covenants in whole or in part.
12. Enforcement. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and to recover damages or other dues for such violation.
13. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Bonita Vista, Inc. has caused these Restrictive Covenants to be executed by its duly authorized officers on this 31<sup>st</sup> day of August, 1968.

ATTEST:

BONITA VISTA, INC.

William Magister  
Secretary

H. H. Harvey, Jr.  
President

TEXAS  
STATE OF NEW MEXICO )  
                                  ) : ss.  
COUNTY OF Lubbock )

The foregoing instrument was acknowledged before me  
this 31<sup>st</sup> day of August, 1968, by H. G. LACKEY, JR., President  
of BONITA VISTA, INC., a New Mexico corporation, on behalf of  
said corporation.



Joyce W. Oliver  
Notary Public

My commission expires:  
June 1969

STATE OF NEW MEXICO } ss.  
OTERO COUNTY  
FILED FOR RECORD IN MY OFFICE  
This 27 day of November 19 68  
At 1:15 o'clock P. M. and duly recorded  
in Book No. 361 Page 73-74 of  
the records of Otero County, New Mexico.  
Virginia Yearley  
County Clerk, Otero County, New Mexico  
By Marta Roberts Deputy



68665