

RESTRICTIVE COVENANTS

for

CHOLLA FLATS SUBDIVISION, OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owners of the property hereinafter described and located in Otero County, New Mexico, have heretofore filed a plat of the subdivision known and described as Cholla Flats in the office of the County Clerk, Otero County, New Mexico and

WHEREAS, the undersigned owners of said subdivision desire to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned do hereby declare the creation and existence of certain restrictive covenants as hereinafter set forth and declare that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto is described as follows, to-wit:

Lots 1 through 8 inclusive of Cholla Flats, a subdivision lying in Lot 7 located in Section 6, T.16S, R.10E, NMPM, as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

The restrictions and protective covenants herein referred to are as follows:

1. Lots 1-7 inclusive shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling and such structures as are incidental to the use of said lot, such as a private garage, well house, storage room or stable. There shall be no commercial activity or business engaged in on any of these lots.
2. Lots may not be re-subdivided in the future for any purpose.
3. Lot 8 shall be known and described as a residential or church lot. A church building and related structures and parking shall be permitted. If lot 8 is used for a residence all covenants pertaining to residential structures shall apply.
4. On lots 1-7 inclusive no buildings or structures whatsoever of any kind shall be located nearer than fifty (50') feet to the front lot line of each lot not nearer than twenty (20') feet to any side lot line or rear lot line of each lot or tract.
5. On lot 8 no building or structures whatsoever of any kind shall be located nearer than ten (10') feet to the north line of lot 8, or nearer than fifty (50') feet to the west and south lines of lot 8, or nearer than twenty (20') feet to the east line of lot 8.

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6. All dwellings shall be finished as to the exterior within one year from start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining lots will not be unduly impaired.
7. A. Pertaining to permanent homes:

No dwelling house smaller than 1400 square feet heated area shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residences be erected. A temporary contractor's building or a mobile home for storage may be used during construction. All buildings are to be either brick or stone veneer or painted or stained on exterior or wall surfaces within thirty days from the date of completion of construction. No second hand structures shall be moved on any lot.
- B. For manufactured homes: (double wide only)
 - 1.) The dwelling must be a double wide and have a minimum of 1200 square feet heated area.
 - 2.) The dwelling must have a shingled, pitched roof 3/12 or greater.
 - 3.) The dwelling must be permanently set and must have a complete coordinated skirting.
 - 4.) The dwelling must have a minimum of 200 square feet of decking or porch in front.
 - 5.) At the time of installation, the manufactured home must be less than two years old.
- C. For modular home: The dwelling must have a minimum of 1200 square heated area.
8. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times.
9. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. Livestock shall be permitted, provided that none are to be kept for commercial purposes. Livestock, such as horses, cattle, sheep, etc. shall be limited to 2 animals per lot and must be contained. Household pets are allowed but must be contained. Kenneling is not permitted. Swine are not permitted.

