

SECOND AMENDED
RESTRICTIVE COVENANTS

CHOLLA FLATS SUBDIVISION, OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned are the owners of record of a majority of the lots of Cholla Flats Subdivision, Otero County, New Mexico; and,

WHEREAS, the undersigned owners desire to restate the restrictive covenants recorded at Book 807 Page 619 - 621 and at Book 823 Page 463-466 of the records of Otero County, New Mexico; and, ₂₄₃ ₇₂₉₋₇₃₄

WHEREAS, the undersigned pursuant to paragraph 12 of said recorded restrictive covenants have reserved the power to amend and modify the restrictive covenants.

NOW, THEREFORE, the undersigned do hereby declare the amendment and modification of certain restrictive covenants as hereinafter set forth and declare that said restrictions and 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 16 S, R 10 E, 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 (50') feet to the front Lot line of each Lot not nearer than (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.

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. All mobile and site-built homes must be approved by the Architectural Committee which consists of the subdivider and two other members designated by him. Plan approval of site-built homes and design of mobile homes must be obtained prior to starting construction or move-on.

7. A. Pertaining to permanent homes:

No dwelling house smaller than 1000 square feet heated area shall be constructed on any Lot herein. No trailer, trailer house, prefabricated building [other than modular or manufactured home], tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, no 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.

B. For manufactured homes:

- 1.) The dwelling must be and have a minimum of 1000 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 an minimum of 200 square feet of decking or porch in front.

C. For modular Homes:

The dwelling must have a minimum of 1000 square feet 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. Horses and household pets are permitted but must be contained and not used for commercial purposes. Kenneling and swine are not allowed.

11. All Lots shall be maintained in as natural a state as possible. Native growth shall not be destroyed or removed from a Lot except as necessary for roadways, utility ways, structures walled-in or fenced-in yards, gardens and patios, or replacement by landscaping. Natural drainage shall not be altered.

12. In the event an action is brought for the enforcement of these covenants in any court of competent jurisdiction the prevailing party shall be entitled to reasonable attorney fees from the nonprevailing party.

13. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive Covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the Office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice or repeal duly executed and subscribed by a majority or the owners of record, of the eight (8) Lots within this subdivision, each Lot having 1 vote. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.

14. Invalidation of any one of these covenants by judgement or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

William T. Mosley
William T. Mosley
William T. Mosley

Barbara C. Mosley
Barbara C. Mosley

State of New Mexico)
) ss.
County of Otero)

The foregoing instrument was acknowledged to before me this 10th day of ~~October~~ November, 1997 by William T. Mosley and Barbara C. Mosley, husband and wife.



OFFICIAL SEAL
Robin McCracken
NOTARY PUBLIC
STATE OF NEW MEXICO

Commission Expires: 12/29/01

My commission expires: _____

Robin McCracken
Notary Public



STATE OF NEW MEXICO } S.S.
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 10 day of November, 1997

At 2:45 clock P M and duly recorded

in Book No. 873 Page 681-684

The records of Otero County, New Mexico

Mary D. Quintana
County Clerk, Otero County, New Mexico
Jim Gray Deputy

11182