

Restrictive Covenants  
for  
High Mesa Subdivision  
Otero county, New Mexico

Whereas the undersigned are Rush Construction (a partnership) are all legal and equitable owners of the following described real estate situated in Otero County , New Mexico to-wit:

Lots 1 through 9 of the High Mesa subdivision , a subdivision of Otero County, New Mexico, and more fully shown and described in the official plat recorded in the office of the County Clerk on the 18 day of Nov. 1983, in the Book\_\_\_\_, Page \_\_\_\_ and

Whereas said owners, hereinafter named, desire to place certain restrictions in regard to buildings and improvements thereon and to further regulate the use of said real estate in the manner hereinafter set forth,

NOW, THEREFORE , KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned being all of the owners both legal and equitable hereby covenant, declare, and agree with all future purchasers of lots or building sites within the above named subdivision of Otero County , New Mexico, that the following restrictive covenants shall apply to all lots and or building sites within said subdivision and that all conveyances of any lot or lots in the above named subdivision which are designated as residential lots shall be subject to the following restrictions:

A. The Lot :

1. All lots situated within the subdivision are hereby designated as residential lots. No lot designation may be changed without the specific approval of (1) the land development architectural board, (2) the Alamogordo City Planning Commission, and (3) the Otero Planning Commission, which approval shall be in writing and filed in the office of the County Clerk of Otero County , before same shall be effective.

2. None of the residential lots shown by the official plot shall be further subdivided or partial conveyance of any lot be made; except for utility and other easements.

B. RESIDENCES AND CONSTRUCTION:

1. Architectural style, will be limited to frame stucco, adobe stucco, brick veneer or masonry, excluding cinder block.

2. Only one, single family residential dwelling per lot unless prior approval of the Arcitectoral Board is obtained in writing.

3. Minimum ground floor living area shall be 1500 square feet, exclusive of garages and porches.

4. Construction, once started, must be continued until the exterior of is complete. Exceptions must be approved by the Architedtural Board.

5. Architectural Board will consist of the owners of the subdivision, plus any addetional member designated and appointed by the original board in writing, which member shall be a property owner in the subdivision.

6. One set of building plans and specification shall be submitted to the Architectural Board for approval before construction can proceed. Said plans will be retained in the permanent files of the Architectural Board. The Board shall take action on the request within three days. The approval , with recommendations or changes noted, shall be in writing with a copy of the plans on file.

C. LOT STRUCTURES:

1. No temporary residential structure will be erected on any lot in the subdivision
2. No trailers, tents, shacks, barns or other outbuildings shall be constructed or moved on a lot of the subdivision, either temporarily or permanently, except for permanent storage building approved in advance by the architectural board.
3. No old or secondhand buildings shall be moved onto any lot..
4. No barbed-wire fences will be allowed, nor will outdoor privies be permitted.
5. A temporary contractor's building may be used during construction of the house.

D. LANDSCAPING:

1. Any fence to be constructed in this subdivision shall be of wood, stone, adobe or other natural materials and they shall not exceed six feet in height. The Architectural Board may give approval for installing higher fences under special or extenuating circumstances, but approval must be obtained, in writing, and filed before construction begins.

E. FACILITIES AND UTILITIES:

1. Each residence shall have facilities that meet the minimum standards of the State and/ or Federal Housing Administrations property standards, or better.
2. LPG tanks and the like shall be boxed or covered so as not to detract from the general appearance of the properties.
3. Trash and garbage shall not accumulate on the property and the area will be kept in such a way so as not to detract from the neighborhood.
4. Outdoor lighting will be of a soft non-glare type and will be located so that small areas are lighted.

F. ANIMALS AND LIVESTOCK:

1. No farm animals will be permitted, to be raised or boarded on the property.
2. Dogs, cats, and other household pets shall not be allowed to cause a nuisance to any property owner within the subdivision.
3. No commercial enterprises involving animal or fowl will be conducted on the property.

G. ACTIVITIES:

1. No commercial activities shall be carried on upon any lot.
2. No offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood and no part of said premises shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residential purposes or in the neighborhood in which such premises are situated.
3. No car, truck, or other vehicle will be abandoned on the streets or lots of the subdivision.
4. Topography of the land shall not be changed in any manner to deflect run-off water or sewage onto another lot except by written consent of the Architectural Board.
5. No owner shall permit loud or excessive noise to originate upon his land when such loud or excessive noise disturbs the quiet and peaceful enjoyment of other land owners within the subdivision.

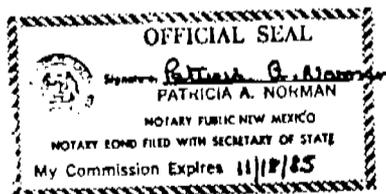
H. ENFORCEMENT:

1. Should it be necessary to enforce any of the foregoing restrictive covenants by Court action, then and in that event, the Architectural Board shall be entitled to recover from the land owner violating said covenants, including the actual cost of attorneys fees incurred in any court proceedings. The cost of enforcement when so assessed by any court of competent jurisdiction, shall become a lien against the real estate, which lien may be enforced and foreclosed in the manner provided by law.

*Paul James Rush*  
*Samuel H. H. Rush*

STATE OF NEW MEXICO )  
 )  
 COUNTY OF OTERO ) ss.

The foregoing restrictive covenants for High Mesa Subdivision, were acknowledged before me this 17 day of November, 1983, by Sam Rush and Jim Rush, partners in Rush Construction.



STATE OF NEW MEXICO ) ss.  
 OTERO COUNTY )  
 I AND I AM EMPLOYED IN MY OFFICE  
 on the 17th day of November 1983  
 at the office of Patricia A. Norman, Notary Public,  
 in Book No. 547, Page 239-241  
 of the records of Otero County, New Mexico.  
*Patricia A. Norman*  
 Notary Public, Otero County, New Mexico

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