

DECLARATION OF COVENANTS AND RESTRICTIONS  
HUECO BOLSON SUBDIVISION  
OTERO COUNTY, NEW MEXICO  
SUPPLEMENTAL

1. Recitals.

WHEREAS, Hueco Bolson Realty, Inc. is the owner, hereinafter the "Declarant", of all of the Hueco Bolson Subdivision, a subdivision located in Otero County, New Mexico, according to the plat thereof on file in the plat records of Otero County, New Mexico, hereinafter the "Subdivision"; and

WHEREAS, the Declarant wishes to adopt this Declaration of Covenants and Restrictions for Commercial Lots in the Subdivision to promote orderly development;

NOW, THEREFORE, Declarant does hereby adopt and establish these covenants and restrictions for the Subdivision, which shall run with the land and be binding upon Declarant, its successors and assignees, as well as upon any and all subsequent owners and all parties having any right, title or interest in and to any designated commercial lot, as hereinafter defined, their respective heirs, legal representatives, successors and assignees:

2. Area of Application.

The covenants and restrictions for commercial lots shall apply to Lots 1-12, Block U; Lots 1-12, Block V; Lots 1-8, Block F; Lots 9-16, Block E; Lots 1-11, Block L; Lots 12-22, Block K; Lot 1, Block R; Lot 2, Block Q; Lot 1, Block B; Lot 7, Block A; Hueco Bolson Subdivision, Otero County, New Mexico. These restrictions and restrictive covenants shall be an addition to and an amendment of the protective covenants filed August 28, 2000, Book 960, Page 36. It is agreed and understood that, by these amended covenants the architectural control committee can modify and amend the above mentioned filed covenants in so far as they apply to the commercial lots stated in this amended document in order to provide for a harmonious development of the commercial lots in this subdivision.

3. Definitions.

- 3.1 Covenants. This declaration of covenants and restrictions for commercial lots in the Hueco Bolson Subdivision.
- 3.2 Subdivision. Defined in the Recitals.
- 3.3 Declarant. Defined in the Recitals.

- 3.4 Lot. A lot as laid down and shown on Exhibit "A" attached hereto, which is a part of the plat of the Hueco Bolson Subdivision as it presently exists or may hereafter be amended or replatted. References to Lot shall include any improvements or buildings constructed thereon.
- 3.5 Owner. Any individual, partnership, and corporation or other entity purchasing any Lot in the Subdivision pursuant to a Contract of Sale with the Declarant or owning all or an undivided interest in an Lot within the Subdivision.

4. General Covenants and Restrictions.

- 4.1 Land Use. No building or structure shall be erected, placed, altered or permitted to remain on any Lot except such building or structure used for commercial purposes only, unless an exception is granted by the architectural control committee.
- 4.2 Architectural Control. No building or structure shall be erected, placed, altered on any Lot until the construction plans, specifications, and a plat showing the location of structures 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 the finished grade elevation. After such location with respect to topography and the finished grade elevation has been approved and the finished grade of the lot has been completed, such location and the finished grade shall not be altered, changed or disturbed without the approval of the architectural control committee.
- 4.3 Nuisance. No obnoxious or offensive activity shall be carried on or upon any Lot nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood or other Owners. No Owner shall operate or allow to be operated on any lot any electronic transmission or receiving device or equipment which interferes with normal radio, television, telephone or other electronic transmission or receiving devices or equipment of any other Owners or residents in the Subdivison.
- 4.4 Temporary Structures. No structure of a tempo-

rary character shall be used on any Lot except temporary construction trailers whose use may be allowed during the period of construction on the lot located in the Subdivision. Upon completion of construction, all such temporary construction trailers or other temporary facilities will be removed from the Lot and the Subdivision.

5. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision.

6. Maintenance.

The exterior of all structures, walks, driveways, walls, retaining walls, and lawns and/or landscaping shall be maintained in good order, repair and condition by the respective Owner(s) thereof.

7. Miscellaneous.

Except as required by ordinance during construction, no privy or temporary toilet facility shall be placed upon any Lot in the Subdivision. No drilling or excavation shall be made on any Lot for the purpose of obtaining sand, rock, clay, dirt, coal, gravel, oil, natural gas, or any other material or product, whether for profit or otherwise. No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot or any portion of the Subdivision.

8. Architectural Control Committee.

9.1 Membership. The Architectural Control Committee is composed of the Board of Directors of Hueco Bolson Realty, Inc. A majority of the Board of Directors may designate a representative to act for it.

9.2 Powers. The Architectural Control Committee shall have the following powers:

- A. All of the power and authority herein designated for the Architectural Control Committee;
- B. The power to grant variances, waivers, and exceptions to the restrictions and other provisions contained in this Declaration;
- C. To enforce, in such manner as the committee deems appropriate, all of the provisions of this Declaration; and

D. To enforce, in such manner as the committee deems appropriate, subdivision and zoning ordinances of the County of Otero, State of New Mexico.

9.3 Procedure. Prior to the sale of any commercial lot, the prospective purchaser seeking to purchase the Lot shall submit to the Architectural Control Committee a written description of the type of enterprise the perspective owner wishes to engage in upon the Lot. Such written description shall include the general description of the building or buildings the perspective purchaser wishes to place on the Lot, the type of business to be conducted on the Lot, and any other pertinent material requested by the Architectural Control Committee. Upon review of this initial submission by the perspective purchaser, the Architectural Control Committee will determine whether the Lot may be sold to the perspective purchaser.

If the Lot is sold to the perspective purchaser, thereafter the perspective purchaser shall submit in writing to the Architectural Control Committee such plans and specifications as the perspective purchaser has prepared for the construction of the building(s) on the Lot. The Architectural Control Committee shall approve or disapprove such plans and specifications within thirty (30) days after submission of the plans and specifications. Such approval or disapproval shall be in writing and delivered to the perspective purchaser.

10. Miscellaneous Provisions.

10.1 Amendment. This Declaration may be amended at any time by the then current Owner(s) of not less than sixty percent (60%) of the total commercial lots located in the Subdivision. Such amendment shall be in writing and shall be filed in the County Clerk's records of Otero County, New Mexico.

10.2 Voting. For purposes of voting hereunder, the Owner(s) of each Lot shall have one (1) vote for each such Lot owned.

10.3 Enforcement. These covenants and restrictions shall run with the land in favor of and enforceable by any Owner of any commercial Lot within the Subdivision or the holder of any first lien mortgage within the Subdivision on any commercial

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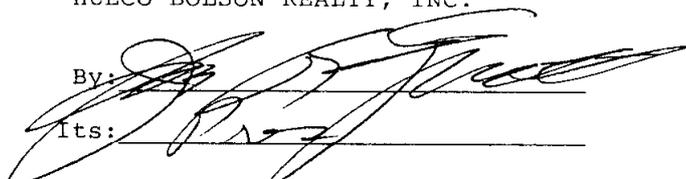
Lot or by the Architectural Control Committee. Enforcement shall be by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction herein, either to restrain any violation or attempt violation or to recover monetary damages. If any suit for injunction is brought for the enforcement (either to prevent a violation or threaten violation) of any of the terms of this Declaration, no bond or other security shall be required of the party bringing such action in order to secure the issuance of a temporary restraining order, temporary injunction or final injunction. If the party bringing any action seeking enforcement of these covenants and restrictions or monetary damages prevails, the party against whom such action is brought shall pay all costs of court and reasonable attorney's fees incurred in the enforcement of these covenants and restrictions.

- 10.4 Separability. Invalidation of any one of these covenants and/or restrictions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- 10.5 Subordination of Liens. All liens created in these covenants and restrictions shall be subordinate to the lien of any purchase money mortgage.

Executed this 19th day of January, 2001.

DECLARANT:

HUECO BOLSON REALTY, INC.

By: 

Its: \_\_\_\_\_

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STATE OF NEW MEXICO )  
COUNTY OF DONA ANA )

This instrument was acknowledged before me on the 19th day  
of January, 2001 by John B. Colquitt,  
President, of Hueco Bolson Realty, Inc., on behalf  
of said corporation.



Rebecca R. Lawrence  
Notary Public, State of New Mexico



STATE OF NEW MEXICO } S.S.  
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 19th day of January 01  
At 6:30 o'clock P M and duly recorded  
in Book No. 971 Page 259-264

The records of Otero County, New Mexico  
Mary D. Dunbar  
County Clerk, Otero County, New Mexico

By Victoria Wise Deputy

01-00551