

504 583

RESTRICTIVE COVENANTS  
INDIAN LODGE MOUNTAIN

WHEREAS Indian Lodge Mountain, a limited partnership, is the owner of the following described real estate in Otero County, New Mexico, to wit:

Indian Lodge Mountain, as shown by the plat thereof filed of record in the office of the County Clerk of Otero County, New Mexico, on the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

AND WHEREAS said Owner above named desires to place certain restrictions in regard to the buildings and improvements thereon and other manners as hereinafter set out upon and against all property in the subdivision, as shown on the plat filed.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, that the above named owner hereby declares and agrees with all future purchasers of lots or buildings situated in the above named "Indian Lodge Mountain" that the following restrictions apply to all lots or buildings in "Indian Lodge Mountain" and all conveyances of any lot or lots in the above named subdivision shall be subject to certain restrictions as follows:

1. All lots, except Lots numbered 1, 48 & 50, shall be used for residential purposes only. However, with the prior written consent of the Architectural Committee, such lots may be used for business purposes as approved by the Committee. Lots numbered 1 and 50 may be used for business purposes. The right to operate and manage a condominium or cooperative apartment by a management group is specifically granted.
2. No building shall be erected or permitted to remain on any lot nearer than fifteen (15) feet to the front lot line; nor nearer than ten (10) feet to the side or rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. However, upon written application to the Architectural Committee, if the configurations and typography permit, a variance may be granted from said setbacks. For the purposes of these restrictions, if one owner shall own two or more adjacent lots and shall choose to use them as one lot for building purposes, then such adjacent lots shall be considered to be one lot with building setbacks to be measured from the perimeter thereof.
3. There is hereby created the Indian Lodge Mountain Architectural Committee. Said committee shall be composed of West Source Realtors, Inc. or its designated successors. Said committee shall have the power to make, alter and amend its own rules and regulations with regard to meetings, quorums and other procedural matters. Members of the Committee shall be entitled to reasonable compensation for services performed pursuant to these covenants.
  - (a) No dwelling house, garage, car port or outbuilding of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, nor shall any additions be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading, or other work, two complete sets of the plans and specifications thereof, including front, side and rear elevations, and floor plan for each floor and basement, color scheme thereof, and plot plan, indicating and fixing the exact location of such structure or such altered structure thereof, shall have first been submitted to the Committee in writing for its approval and such approval obtained in writing from the Committee.
  - (b) Approval by the Committee of such plans, specifications and location of buildings shall be endorsed on both sets of plans and specifications, one set thereof shall be returned to the person submitting the same and the other set shall be retained by the Committee.

- (c) After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, car port, or outbuilding shall be erected, constructed, placed, altered, or maintained upon said property unless the same shall be erected, constructed, placed, altered or maintained in conformity with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee. If any building, garage, car port, or outbuilding of any kind shall be erected, constructed, placed, altered or maintained on said property other than in accordance with the plans and specifications, color scheme, and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations, and maintenance shall be deemed to have been undertaken without the approval of the Committee.
- (d) Buildings or structures shall not be constructed of a building material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that will cause the sunlight to be reflected therefrom.
- (e) In the event of any ambiguity in a provision of these restrictions, the interpretation of the Committee as to the meaning intended shall prevail.
- (f) The Committee may withhold its approval for any of the following reasons:
- (1) Non-compliance with any of the specific conditions and restrictions contained in these Restrictive Covenants; or
  - (2) Reasonable dissatisfaction of the Committee with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties. However, the Committee shall act with all due promptness; in the event the Committee shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been fully complied with.
4. Approval of plans by the Architectural Committee shall not constitute confirmation of engineering calculations or compliance with New Mexico building regulations. Such permits and approvals must also be obtained by the builder.
5. No mobile homes, house trailers, old or second-hand buildings, or any structure with attached or detachable axles may be moved onto any lot. No structure of a temporary character, or a trailer, mobile home, basement, tent, shack, garage, barn or out-building shall be used on any lot at any time as a residence. However vacationing in a motor home or travel trailer shall not be construed to be a violation of the covenants, nor shall the storage of same for use elsewhere be a violation.
6. All construction projects must be fully completed on the exterior within one (1) year of initiation.
7. No lot may be divided or subdivided after its initial sale by the above named owner.
8. All chimneys, flues or other vents used in conjunction with open fire heating (fireplaces, wood stoves, etc.) shall meet Forest Service regulations.
9. All owners shall endeavor to maintain the property in as natural a state as possible inasmuch as land clearing is concerned. No living trees with a diameter of four inches or more, when measured one foot above the ground, shall be removed except as is necessary for the construction of roadways, structures, gardens, patios, utility ways, or by written permission from the Architectural Committee.
10. No swine, poultry, goats, cattle, sheep, horses, or other livestock may be kept on any lot, unless said lot borders on Lincoln National Forest property. In

such case, so long as said property remains National Forest property, a total of two head may be maintained on each lot, so long as their maintenance on the property does not become a nuisance or offensive to adjacent land owners, whether by reason of noise, odor, or otherwise. All pens and corrals for such animals shall meet the approval of the Architectural Committee, be located to the rear of the lot, and be built no closer than 25 feet to adjacent lots. No dogs shall be allowed to run loose. No barbed wire or chicken wire shall be used for fencing or corrals on any lot.

11. The owner reserves easements over or under the surface or both, required for the installation and maintenance of electric lines, telephone lines, water lines, drainage facilities, sewer lines, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of:

A) A ten foot strip of land along the rear lot line and a five foot strip of land along each side line of each lot, thus reserving an easement of twenty feet along the rear lot line and ten feet along the side lot lines when two abutting lots are considered. In the event two adjacent lots are under one ownership, and the owner submits construction plans to the Architectural Committee calling for construction over a common lot line, the easement may be released so long as it is unused.

B) Anchor easements for overhead utility poles, as required by the utility companies.

12. No outdoor storage of chattels, goods, garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner of each lot shall cause the same to be disposed of by and in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary landfill provided by Otero County or by arrangement with a garbage removal service. Trash and garbage burning shall not be allowed.

13. No billboards shall be erected or commercial sign space rented by any lot owner other than the above-mentioned owner. No signs shall be allowed to be placed on any lot other than owner name and address signs, and "For Sale" signs.

14. These Covenants are to run with the land and shall be binding upon the undersigned and for all persons claiming under them, their heirs, successors and assigns, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

15. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner or any of its assigns or successors in interest shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries and for the Architectural Committee or its Successors in interest to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, company, trust, association, corporation or other entity of whatsoever nature.

16. Invalidation of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

WITNESS our hands and seals this 1 day of July, 1981.

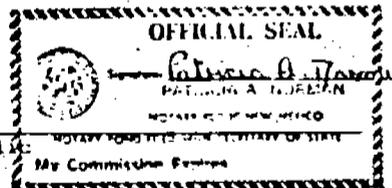
*Sammy William Seek*  
Sammy William Seek, General Partner

*C. Michael Shyne*  
C. Michael Shyne, General Partner

STATE OF NEW MEXICO  
COUNTY OF OTERO

On this 1 day of July, 1981, before me personally appeared Sammy William Seek and C. Michael Shyne, both General Partners of Indian Lodge Mountain, a Limited Partnership.

My commission expires 11-14-81



Notary Public

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 15 day of July, 1981, at 2:25 o'clock P.M., and duly recorded in Book 504, Page 585 of the Records of said county.

By *Rita H. Garcia*  
66651 Deputy

*Kate A. Sandy*  
County Clerk