

RESTRICTIVE COVENANTS
OF
REPLAT OF LA LUZ WEST SUBDIVISION, UNIT I
OTERO COUNTY, NEW MEXICO

C. J. DUGAN, being owner of all the following described land situated within
Otero County, State of New Mexico, to wit:

Lots 1 through 5 Stagecoach Trail, Lots 6, 7 and 10 through 13 Sagebrush
Trail, La Luz West Subdivision, Unit 1, Otero County, New Mexico

NOTE: All mineral rights are excepted in the Warranty Deeds.

Previous Covenants. Book 871, Pages 429 through 431 are hereby voided.

1. Architectural Control Committee. All Plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall or structure to be erected upon any lot and the proposed location thereupon any lot, and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Architectural Control Committee as to the quality of workmanship, material, harmony of external design with existing structures or planned structures which have been previously approved by the Architectural Control Committee within the subdivision and for approval as to location with respect to lot lines, topography, and finish grade elevations and roadways. The Architectural Control Committee shall be composed of C. J. Dugan, Maureen Dugan and any other persons or successors to such named persons as shall be named members of the Architectural Control Committee of La Luz West Subdivision, Unit 1.

2. Residential Use. Such lot and each and every one thereof are for single-family residential purposes only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement structure whatever, other than the first class private dwelling house, patio walls, swimming pool, corrals, garage and customary outbuildings may be erected, placed or maintained on any lot. One lot as shown on said subdivision map shall be the minimum building area upon which a single-family residence and the usual outbuildings may be constructed. One or more lots may be utilized as a single building plot.

Property Line Building "Set Back": From front property line "Set Back" distance to be Twenty-five (25') to building "Stem Wall" or "Slab" for house, garage, storage, carport or porch.

"Side Set Back" from side property line set back distance to be a minimum of five feet (5'), to any building stem wall or slab.

"Rear Set Back" from the property line shall be a minimum of a twenty-five feet (25') distance to any building "Stem Wall or Slab".

"Corner Lot Restrictions": Fences on front or side of any corner lot shall not exceed three feet (3') in height at property line on the front corner and not over three feet (3') in height for a minimum of twenty-five feet (25') on the front and street side of the corner lot.

NOTE: This height restriction applies to hedges and or vine covered net wire fences. Building elevation above street center line grade shall be a minimum of one foot (1') to slab or stem wall top.

3. Main Residence Area. The ground floor area of the main building shall not contain less than 1,200 square feet of air conditioned floor area, and the ground floor area shall contain a minimum of 1,600 square feet under roof, exterior measure including porches and garages, or a substantial equivalent. No residence shall be more than two (2) stories in height above the ground.

4. Construction. When the construction of any building is once begun, work must proceed diligently and must be completed within a reasonable time. No shacks or temporary buildings will be permitted upon any lot. A trailer or temporary storage structure may be used only while the home is being constructed, not to exceed one year. In no event shall any trailer or temporary storage structure be left on the land after the expiration of the one year period. No dwelling shall be occupied until its construction is completed.

5. Walling and Antennae. All garbage cans, equipment, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for enclosures of this nature must be approved by the Architectural Control Committee. Television antennas may exceed the "Peak Height" of the house or building no more than (10") ten feet and to be located on the rear side of the building.

6. Animals. The owner or lawful possessor of any lands shall be permitted to maintain up to two horses upon the premises for recreational and pleasure purposes only; and dogs, cats, may be maintained upon said premises for household, residential, and non-commercial uses only. Up to two horses and all domestic animals shall be properly fenced on and in the rear half of any lot or tract and properly housed and maintained on the rear half of the lot or tract.

7. Nuisances. No lots shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

8. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each residential lot. Nothing herein shall be construed to prevent its successors and assigns, from erecting, placing, or maintaining sign structures and offices as may be deemed necessary be it for the operation of the subdivision.

9. Filling and Removing. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

10. Sewage Facilities. Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

11. Firearms. No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the subdivision.

12. Use of Premises Contrary to Law. No premises shall be constructed, improved, or maintained in any manner or for any purpose contrary to law or to lawful regulation of any governmental agency.

13. Division of Lots or Tracts. No single lot or tract as shown on the subdivision map shall be re-subdivided.

14. Duration of Restrictive Covenants. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty years. Except that at any time such restrictions may be amended, in whole or in part, by the owners of three-fourths or more of the lots within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

Any exception to the above Restrictions and Covenants must be approved in writing by the Architectural Control Committee.

15. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages

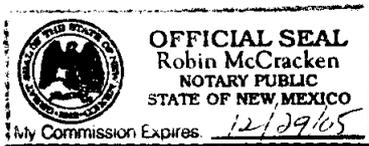
16. Severability. Invalidation of any one of these covenants by judgement or court order shall in nowise effect any of the other provisions, which shall be and remain in full force and effect.

IN WITNESS WHEREOF, C. J. DUGAN has caused this instrument to be
executed this 1st day of March, 2005.

By: C. J. Dugan
C. J. DUGAN

STATE OF NEW MEXICO }
 }
COUNTY OF OTERO }

The foregoing instrument was sworn to subscribed by and acknowledged
before me this 1st day of March 05, by C. J. Dugan.



[Signature]
Notary Public

My Commission Expires: 12/29/05



STATE OF NEW MEXICO } s.s.
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 1 day of March, 2005
At 3:35 o'clock P M and duly recorded
in Book No. 1175 Page 813-818
The record of Otero County, New Mexico
Robyn Silva
County Clerk, Otero County, New Mexico
By Suzan Estrada Deputy
2200