

RESTRICTIVE COVENANTS
OF
LA LUZ WEST SUBDIVISION

LA LUZ WEST CORPORATION, being owner of all the following described land situated within Otero County, State of New Mexico, to wit:

The South half (S $\frac{1}{2}$) of the South half (S $\frac{1}{2}$) of section 27, Township 15 South, Range 10 East, N.M.P.M.

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

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, Mark E. Dugan, C. J. Dugan, III and any other

Persons or successors to such named persons as shall be named members of the Architectural Committee of "La Luz West Corporation."

2. Residential Use. Such lot and each and every one thereof are for single-family residential purposed only. All residences shall be of a new, permanent type and quality, constructed on site. No improvement of 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 (25') twenty-five feet 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 (20') twenty feet, to any building stem wall or slab.

"Rear Set Back" from the property line shall be a minimum of (5') five foot distance to any building "Stem Wall or Slab".

"Corner lot Restrictions"; Fences on front or side of any corner lot shall not exceed (3') three feet in height at property line on the front corner.

And not over (3') three feet in height for a minimum of (25') twenty-five feet 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 (1') one foot to slab or stem wall top.

3. Main Residence Area. The ground floor area of the main building shall not contain less than 1200 square feet of air conditioned floor area, and the ground floor area shall contain a minimum of 1600 square feet under roof. (Exterior wall measure) 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 thereupon must be prosecuted diligently and must be completed within a reasonable time. No shacks or temporary buildings shall be permitted upon any lot. A trailer or temporary storage may be used during the period of construction 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 Antennae may exceed the "Peak Height" of the house or building no more than (20') twenty 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 horses upon the premises for recreational and pleasure purposes only; and dogs, cats, domestic fowl, cattle, and sheep may be maintained upon said premises for household, residential, and non-commercial uses only. All domestic animals, horses, cattle, sheep and fowl 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 purposes contrary to law or to lawful regulation of any governmental agency.

13. Remedies for Violations. For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such person or persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, reservations, conditions, and restrictions shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so validated shall remain in full force and effect.

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

15. Duration of Restrictive Covenants. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods 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 acreage 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.

IN WITNESS WHEREOF, LA LUZ West Corporation has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this _____ day of November, 1976.

LA LUZ WEST CORPORATION

By: *C. F. Ryan*
President

ATTEST:

M. E. Ryan
Secretary

(Corporate Seal)



STATE OF NEW MEXICO } ss.
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE
ON 20th day of Jan. 1978

At 2:30 o'clock P.M. and duly recorded
Book No. 453 Page 185-93 of

the records of Otero County, New Mexico.
Margaret W. Sanchez
County Clerk, Otero County, New Mexico
By *Katie R. Sanchez* Deputy