

DECLARATION OF RESTRICTIVE COVENANTS

We, the undersigned owners of real property as our interest may appear in the County of Otero, State of New Mexico, being the property herein described as Tract A, and Lots 1, 2, 3, 4, and 5 of Las Piedras Subdivision.

Whereas, said owners desire to place certain restrictions in regard to the building, improvements, use, and other manners as hereinafter set out with respect to the above described property in order to assure the desirable development thereof. Therefore, said owners hereby declare to and agree with every person (his heirs, personal representatives and assigns) who shall become owner of any real estate, that such real estate shall be and is hereby bound to the covenants and restrictions set forth herein and such real estate shall be held and enjoyed subject to and with the benefit and advantages of the following restrictions, limitations, covenants and agreements, as follows:

HOMEOWNER COMMITTEE

The purpose of the Homeowner Committee is to assure, through architectural control of building design, placement, and construction, that all improvements on and use of real estate within the exterior boundaries of the above described real estate shall conform to the requirements of these restrictive covenants, and minimize alteration of existing plants and terrain.

The Homeowner Committee shall be composed of all current property owners in the subdivision. No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any parcel until the exterior construction plans and specifications, exterior materials to be used, exterior color, and location have been approved by the Homeowner Committee by majority vote. The Homeowner Committee shall not approve the project unless the materials, color, location, plans and specifications result in a structure that harmonizes with the existing structures in the area and/or lends with the surrounds and the structure is located in such a manner as to suit the topography of the surrounding property as well as being located in an aesthetically pleasing place. Disapproval of a structure may be based on purely aesthetic values as seen by a majority vote of the Homeowner Committee.

All applications for approval shall be in writing and delivered to each member of the Homeowner Committee. The Homeowner Committee shall meet within 3 days upon receipt of a complete application for a dwelling or structure and render a decision within 6 hours after the meeting.

The Homeowner Committee shall meet at least annually, as agreed to by the homeowners, but not later than the last quarter of each calendar year.

PERMANENT BUILDINGS AND USE

There shall be no commercial use of property within the boundaries of the real estate described above. All property shall be utilized as residential property. Use of an office within the home for business purposes shall not be deemed commercial for this purpose.

No future dwelling of less than 1600 square feet of living space shall be constructed (1900 square feet on lot #3). Living space shall be understood to mean heated and cooled space, and not to include attached garage, deck, patio or other appurtenances which may incidentally enhance the quality of life and value of property. No dwelling may exceed one story in height without express written approval of the Homeowner Committee. All construction shall be completed within 12 months from the day construction begins. All proposed external improvements shall be subject to approval of the Homeowner Committee, which may refuse to allow such proposed improvements in accordance with the above paragraphs.

Each residence exterior shall be a pueblo/flat roof style with stucco, adobe or other material approved by the Homeowner Committee. Exterior colors must be approved in advance and shall be within a brown, tan, bone, or adobe color range as to blend with the surroundings and other improvements.

All structures on the property are required to match the residence and meet the same exterior restrictions, including outbuildings, shelters, or storage sheds.

Prefabricated modular homes or trailers are not permitted.

No building or fence shall be located on a tract within the exterior boundaries of the above described real estate without having first been approved for that location by the Homeowner Committee. The Homeowner Committee shall consider such things as nearness to property lines, visual relationship with other owners, buildings and aesthetic values. The object is to retain privacy between improvements by either distance or by visual screening.

TEMPORARY STRUCTURES AND TEMPORARY HOUSING

No structure of a temporary or mobile home nature, trailer, tent, mobile home, or motor home shall be placed within the boundaries of the property above described for longer than 3 consecutive nights and days. The Homeowner Committee may grant a permit for any of the above for longer periods during the construction phase of a permanent structure or vacation camping. Homeowners guests may use motor homes and camping trailers, but any visit longer than 2 weeks must be approved by the Homeowner Committee. Commercial use of these types of vehicles is not permitted.

TIME OF CONSTRUCTION

Once construction begins on any permanent building, that building shall be completed within 12 months of starting date. The Homeowner Committee may extend this period up to an additional 12 months in unusual circumstances as long as construction is ongoing. Granting such a time extension shall be in writing. Construction shall be deemed started on the date the foundation is started or building materials are placed on the site, whichever occurs first.

NUISANCES

Nothing shall be done or permitted on any parcel or within the boundaries of the property described above which is or may become an annoyance to the other property owners. Specifically labeled as nuisances are the following:

1. Motorized trail bikes, motorcycles, which may be driven to and from the property on existing roads) and other noisy vehicles.
2. Operation of chain saws/other noise-producing equipment, other than between the hours of 9 AM and 9PM.
3. Erection and use of any light that is higher than the building to which it is attached.
4. Erection and use of any light attached to a pole or structure other than a building that exceeds 6 feet in height above the surrounding terrain.
5. Propane or other bottled gas tanks that are not shielded from view by either an approved fence or by planting of tress and shrubbery,
6. Any use of explosives of any kind, including fireworks (this does not include annual 4th of July fireworks celebrations). Nothing in this paragraph shall be construed to limit the lawful use of firearms.
7. Barking or howling dogs and yowling cats.
8. Animals of any kind raised, bred or maintained for commercial purposes.
9. All other noisy, smelly, unsightly things, permanent clothes lines, and swine. Screened, collapsible clothes lines are permitted.

REFUSE, RUBBISH, TRASH, AND JUNK

Refuse, rubbish, trash, and waste shall be kept and disposed of in a sanitary manner. Otero County Ordinance 91-04, Bond 002, refuse, litter, handbill and weed control ordinance, section IV paragraph k, "clearing of litter from private property by County" applies and will be strictly enforced. All household refuse and rubbish shall be kept in a closed container inside a residence, basement, garage, or in an ancillary building. No refuse and rubbish or no household refuse and rubbish other than leaves and dead limbs shall be permitted to remain exposed on a parcel. Also, no automobiles, trucks or other vehicles, whether self-propelled or not, shall be permitted to remain within the boundaries of the property described above in a non-operable condition. Operable vehicles must have a current license.

FENCES

The design of all fences and the method of construction is subject to approval of the Homeowner Committee. No fence shall be built that restricts the right of all to walk and play along the walkways and roads.

SIGNS

Any sign displayed shall not exceed 5 square feet in total area and there shall be not more than one sign displayed on an individual tract, except one realtor and one construction sign not to exceed 30 square feet as approved by the Homeowner Committee.

SALES OF SAND, GRAVEL, TOP SOIL, NATIVE PLANTS & OTHER SURFACE MATERIAL

Owners are prohibited from selling or removing any materials from the surface within the boundaries of the property described above that would result in a change of the appearance and/or level of the surface of the real estate other than as a normal incident to construction, without the prior approval of the Homeowner Committee.

VEHICLE PARKING

All vehicles, whether self-propelled or not, shall be parked in such a manner that they are not a nuisance, aesthetically or otherwise, to the other owners. Trucks larger than 1 ton rating shall not be kept within the boundaries of the property described above, except as specifically permitted by the Homeowner Committee. No vehicle displaying signs larger than 3 square feet in total area on it's exterior shall be kept on the real estate unless that vehicle is kept inside an enclosed garage.

ALTERATION OF THE DECLARATION OF RESTRICTIONS

The restrictive covenants may be altered in whole or in part by a 60% or greater vote of the Homeowner Committee. Written notice to amend shall be given to each homeowner at least 30 days before any action is taken.

These covenants and restrictions are to run with the land and are to be binding upon all parties and all persons claiming under them. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them, either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, covenant or condition contained herein, however long continues, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect it's enforcement. The invalidation by any court of any covenant or restriction herein contained shall not in any way affect any of the other covenants or restrictions but they shall remain in full force and effect.

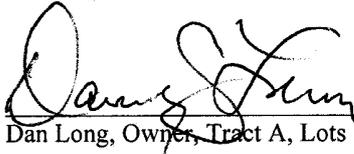
SPIRIT OF COOPERATION

It is recognized by the tract owners that the motivating factor behind these covenants is to maintain property value. From time to time problems and alternative solutions may arise, creating disagreement among the lot and tract owners. Thus, cooperation is essential. All present and future tract owners vow to strive to achieve mutual agreement, and to keep the spirit of cooperation first in importance.

This declaration constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce it's provisions as the signers hereof.

THIS DECLARATION OF RESTRICTIVE COVENANTS SUPERCEDES ORIGINAL COVENANTS DATED MARCH 5, 1997

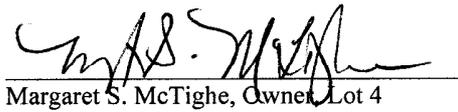
IN WITNESS WHEREOF, the minimum of sixty percent of homeowners, as required by the original covenants, have executed this Declaration this _____ day of _____, 2011.


Dan Long, Owner, Tract A, Lots 1 & 2


Roselyn Long, Owner, Tract A, Lots 1 & 2


Charles C. South, Owner, Lot 3


Sue A. South, Owner, Lot 3

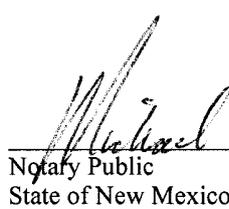

Margaret S. McTighe, Owner, Lot 4

Abstained

Randy Wise, Owner, Lot 5

Abstained

Lori Wise, Owner, Lot 5


Notary Public
State of New Mexico

