

Restrictive Covenants for Mesa Verde Estates

John Toth, a single person, being the owner of all lots located in Mesa Verde Estates, a subdivision of land located in Otero County, New Mexico, the plat of which was recorded in Book 54, Pages 1 and 2 of the records of the Recorder of Otero County, New Mexico, on the 2nd day of November 1999, does hereby consent and agree that the following Restrictive Covenants shall be in full force and effect on the property within said Mesa Verde Estates from the date of recording of this instrument, to wit:

1. These Restrictive Covenants supplement those filed in Book 418, Pages 849-858, in the office of the Clerk of Otero County, New Mexico, which are in full force and effect on the property within both the Oro Vista No. 3 Subdivision and Mesa Verde Estates, which is a replat of Lot 39 of Oro Vista No. 3. These Restrictive Covenants for Mesa Verde Estates are in full force and effect only on the property within Mesa Verde Estates.
 2. Each Lot Owner is equally responsible for maintaining the drainage easement adjacent to Lots 2 and 4, to ensure the unrestricted flow of storm water runoff in the channel located within the easement. The easement and channel shall be kept free of structures, obstructions, debris, vegetation and all other materials that would prevent or hinder the flow of storm water runoff.
 3. Elena Court is a private road located within a forty (40.0) feet wide public utility easement. Lot Owners are prohibited from constructing any structure, storing any material, or installing landscaping within any portion of this easement. The road is to be kept free of any obstruction that would prevent the passage of vehicular traffic. Parking of non-commercial vehicles is permitted within the easement; however, no vehicle may remain within the easement longer than seventy-two (72) consecutive hours. Parking of commercial vehicles, trailers and any non-operable motor vehicle within the easement is prohibited.
 4. The Lot Owners may install improvements on Elena Court, including, but not limited to, a gate to control access and asphaltic concrete pavement. An improvement can be installed only if at least three (3) of the Lot Owners vote for its installation, with each lot receiving one (1) vote. Only those Lot Owners voting for the improvement are to pay for the cost of its installation, operation, repair, and maintenance, and such costs shall be divided equally among those Lot Owners who voted for the improvement's installation.
 5. Elena Court is surfaced with crushed rock. From time to time, the surface of Elena Court may be damaged by a Lot Owner or one of his agents as a result of a non-routine activity, including, but not limited to, new house construction, improvement of a house or lot, and remodeling of a house. In each of these cases, the Lot Owner causing the damage, or employing an agent who caused the damage, is solely responsible for repairing the damage. Said repairs shall be completed within thirty (30) days of the activity that caused the damage. The repaired crushed rock surface shall be at least as
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