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4/28/13

MOUNTAIN EDGE SUBDIVISION

AMENDED RESTRICTIVE COVENANTS

The following Amended Restrictive Covenants were approved by at least two-thirds (2/3) of the Lot owners pursuant to paragraph 19 of the original Restrictive Covenants, recorded in Otero County Clerk's office in Book 1040, at pages 768-71.

1. All lots in the Mountain Edge Subdivision shall be residential lots except for lots 1 thru 9 inclusive.
2. All property owners are required to become members of the Mountain Edge Property Owners Association.
3. All principal dwelling houses, exclusive of garage, carports, terraces and porches, shall be constructed or maintained with a heated living area of not less than 1800 square feet.
4. Only on site built homes will be allowed, mobile or manufactured homes are prohibited.
5. Recreational vehicles may be used for the personal use of the property owner and not as a residence.
6. Exterior lighting shall be shielded to conform to the "dark skies" standards as established by local county ordinances.
7. No lot may be re-subdivided into smaller lots, however a lot may be merged with and made part of an adjoining lot.
8. No refuse piles and or junk vehicles shall be stored on property. Junk vehicles shall be described as any vehicle inoperable after 30 days.
9. No structure shall be erected, constructed, placed or maintained on any lot nearer than twenty five (25) feet to the front line, nearer than ten(10) feet to the side lot lines, nor nearer than twenty (20) feet to the back lot lines, except upon written application to the Mountain Edge Property Owners Association (MEPOA), and if the configuration and topography permit, a variance may be granted from said set-backs.
10. No garage, carport, shed, tent, trailer or temporary structure of any kind shall be erected, constructed, permitted or maintained on any lot prior to the commencement of the erection of a principal dwelling house thereon. No garage, carport, shed, tent, trailer,

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basement, or temporary building shall be used for temporary residence purposes unless written permission is granted by the MEPOA if the configuration and topography permit a variance to be granted from said set-backs.

11. When the construction of a dwelling is commenced upon any lot, the owner or owners thereof shall pursue, with reasonable diligence, the completion thereof and shall complete the exterior construction thereof within twelve (12) months from the date of commencement. Delays caused by Act of God are excepted. The written consent of the MEPOA must be obtained in writing for a longer period of time for construction prior to the commencement of such construction.

12. No barbed wire or chicken wire fences are permitted within the subdivision.

13. No animals or livestock of any description, except the usual household pets, shall be kept or harbored on any lot. All household pets which are permitted to enter or to remain within the subdivision must be constantly under the effective control of their owners, and no household pets shall be permitted to roam at large or create unreasonable noise of nuisance, as for example, a barking dog.

14. There shall be no trash, ashes, garbage or other refuse dumped, stored or accumulated on any lot. There shall be no burning of wood, leaves, trash, garbage or other refuse, and every owner of a lot shall comply with the law of New Mexico relating to open fires.

15. In the event the owner(s) or purchaser(s) of a lot shall fail to provide funding for road maintenance (annual dues) to the Mountain Edge Property Owners Association, Inc. (MEPOA) or fail to maintain their premises and improvements situated thereon in a manner in accordance with the Restrictive Covenants and satisfactory to the MEPOA, its agents and employees shall have the right, in the case of owners premises, to enter upon such lot and to repair, maintain, rehabilitate and restore the premises and the exterior of any improvements situated thereon and the cost thereof shall be charged against the owner of said lot(s) by notice to the lot owner(s) or purchaser(s) by certified mail addressed to his /her last address as shown on the records of the MEPOA. If the sum is not paid for either funding for road maintenance (annual dues) or for premise repair within thirty (30) days after such notice has been mailed with certified mail, return receipt requested, the amount due shall be and become a lien against said lot when MEPOA has caused to be filed or recorded in the Office of the County Clerk of Otero County an Affidavit of non-payment of such sum in the form of a Notice of Lien and posting a copy of same upon said lot(s). Such lien shall be foreclosed upon in the manner provided by the laws of the State of New Mexico for the foreclosure of a lien. Said MEPOA shall be entitled to recover reasonable attorney's fees as part of the foreclosure and for recovering its lien.

16. These additional rules and covenants shall apply to **Lots 1 thru 9** inclusive: These lots face Cox Canyon (State Highway #130) and front on Rose Drive. These lots may be

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used as multiple family dwellings, apartments, condos, bed and breakfast units or any retail business that is ordinarily conducted in the section of a town or city commonly referred to as a neighborhood business; provided, however that such use is not noxious or offensive by reason of the emission of odors, dust, fumes, noise or vibrations, and further provided that such business is not in any way a menace to the health and safety of the adjacent surrounding buildings and structures.

17. All owners of lots 1 thru 9 must provide ample off street parking for their customers.

18. All owners of lots 1 thru 9 may be required to furnish their own water. These owners may be required to drill their own water well.

19. There shall be only two access roads to Mountain Edge Subdivision from the Cox Canyon Road (State Highway #130). These two roads will be Koty Bear Lane and Billie Jean Way. No other roads to Cox Canyon Road (State Highway #130) will be permitted.

20. Before any business building is built on Lots 1 thru 9, the type of business and building plans must be submitted to MEPOA for prior approval. **Some types of business may not be permitted or approved.**

21. MEPOA expressly reserves the right to make any reasonable and necessary changes in these restrictions to benefit the lot owners. Changes in these restrictions will be made at the annual meeting of the MEPOA. Notice of such changes will be incorporated into the minutes of the annual meeting of the MEPOA which will be mailed to all property owners within 15 days of such meeting. Property owners who oppose any such changes should contact the MEPOA within 30 days after their receipt of the MEPOA minutes with their objections. Assuming at least 60% of the property owners approve of the changes, such changes will be made in the restrictions. No contact from property owners regarding proposed changes, who were not able to attend the annual meeting, will be assumed to be a positive vote for such changes if 45 days have lapsed since the meeting minutes were mailed to the property owner.

22. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors and assigns, for a period of ten (10) 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.

23. 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 the said boundaries and for the MEPOA 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, or after, means any individual, partnership, firm, company, trust, association, corporation or other entity of whatsoever nature.

24. Invalidation of any one of these covenants shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

25. In the event of ambiguity in the provision of these restrictions, the interpretation of the MEPOA as to the meaning intended shall prevail.

Witness our hands and seals this 28 day of APRIL 2014

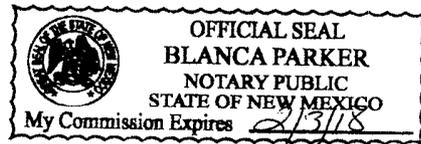
MOUNTAIN EDGE PROPERTY OWNERS ASSOCIATION, INC.

BY: N. R. Loose
President

State of New Mexico
County of Otero

The foregoing instrument was acknowledged before me this 28 day of
April, 2014 by N. R. Loose

[Signature]



[Signature]