

**MOUNTAIN EDGE SUBDIVISION  
RESTRICTIVE COVENANTS**

Bk 1040 Pg 768

1. **ALL LOTS IN MOUNTAIN EDGE SUBDIVISION SHALL BE RESIDENTIAL LOTS EXCEPT 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 1200 square feet.
4. Only on site built homes will be allowed, mobile or manufactured homes are prohibited.
5. Motor homes 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 vehicle 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 lot line, nearer than ten (10) feet to the side lot lines, nor nearer than twenty (20) feet to the back lot lines, except that upon written application to the Mountain Edge, LLC. or Mountain Edge Property Owners Association after 60% of the lots are sold and if the configuration and typography 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, basement, or temporary building shall be used for temporary residence purposes unless written permission is granted by the Mountain Edge, LLC. or Mountain Edge Property Owners Association after 60% of the lots are sold and if the configuration and typography permit a variance may be granted from said set-backs.
11. When the construction of a dwelling is commenced upon any lot, the owner or owners thereof shall prosecute, with all 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 Mountain Edge, LLC or 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 or nuisance, as for example, a barking dog.
  14. There shall be no trash, ashes, garbage or other refuse dumped, store 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 or purchaser of any lot shall fail to maintain the premises and the improvement situated thereon in a manner in accordance with the restrictive covenants and satisfactory to Mountain Edge, LLC or MEPOA, its agents and employees, shall have the right 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 by notice to the lot owner or purchaser by registered mail addressed to his last address as shown on the records of Mountain Edge, LLC or MEPOA. If the sum is not paid within thirty (30) days after such notice has been mailed with certified mail, return receipt requested, the amount due shall be and become a mechanic and materialman's lien on the said lot when Mountain Edge, LLC or 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 mechanic and materialman's lien and posting a copy of same upon said lot. Such lien shall be foreclosed in the manner provided by the laws of the State of New Mexico for the foreclosure of a mechanic and materialman's liens.
  16. These additional rules and covenants shall apply to Lots 1 thru 9 inclusive: **LOTS 1 THRU 9** - These lots face Cox Canyon (State Highway #130) and front on Rose Drive. These lots may be 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 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 and 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. To drill their own water well.
  19. There shall be only two access roads to Mountain Edge Subdivision from Cox Canyon Road (State Highway #130). These two roads will be Koty Bear Lane and Billie Jean Way. No other access roads to Cox Canyon Road (State Highway #130) will be permitted.
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18. Before any business building is built on Lots 1 thru 9, the type of business and building plans must be submitted to Mountain Edge, LLC or Mountain Edge Property Owners Association for prior approval. **SOME TYPES OF BUSINESS MAY NOT BE PERMITTED OR APPROVED.**
19. Mountain Edge, LLC. expressly reserves the right to make any reasonable and necessary changes in these restrictions to benefit the lot owners until no less than sixty percent (60%) of all lots in the subdivision have been sold, after which time there shall be no changes in any of these restrictions without the formal approval by written vote of no less than two-thirds (2/3) of the lot owners, such vote to be taken no sooner than five (5) days after one hundred percent (100%) of lot owners have been fully informed in writing of any such proposed changes. Proposed changes in these restrictions requiring approval as aforesaid must be submitted in writing to the Mountain Edge Property Owners Association, who shall have the duty and responsibility to prepare and send complete copies of such proposed changes to all lot owners by mail addressed to their address as shown on the records of Mountain Edge, LLC. or MEPOA. Such copies shall be sent within fifteen (15) days of receipt by the MEPOA and deposit in the U. S. Mail may be considered as meeting this requirement. Voting on any proposed change may be by mail.
20. 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.
21. 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 said boundaries and for the Mountain Edge, LLC. or 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.

23  
28. 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.

In the event of any 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 1 day of August 2001

MOUNTAIN EDGE, LLC.

State of New Mexico)  
County of Otero )SS

By: Jim Haynes

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2001 by Jim Haynes

L. Masser  
Notary Public  
My Commission Expires: 9-17-2001

STATE OF NEW MEXICO } S.S.  
OTERO COUNTY }  
FILED FOR RECORD IN MY OFFICE  
This 3 day of Oct, 2002  
At 10:01 clock A M and duly recorded  
in Book No. 1040 Page 768-771  
The records of Otero County, New Mexico  
Mary D. Quintana  
County Clerk, Otero County, New Mexico  
Chris Zenski Deputy  
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