

**PROTECTIVE COVENANTS**  
**FOR**  
**OCOTILLO HILLS SUBDIVISION**  
**OTERO COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS, that Jagdev Indar Singh, the undersigned owner and proprietor of all the lots and tracts described as Ocotillo Hills Subdivision, filed in the office of the County Clerk of Otero County, New Mexico, on the 17<sup>th</sup> day of December, 1996, and more particularly described as follows:

A tract of land in the west one-half of Section 21, T15S, R11E, NMPM, and comprising Lot 8 and a part of Lot 5, Six Springs, Otero County, New Mexico, as filed for record in the office of the Otero County Clerk and ex-officio recorder on the 14th day of June, 1982, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 8 and going S10° 11' 16" E a distance of 67.45 feet; thence S 81° 52' 50" E a distance of 423.79 feet to the centerline of a thirty foot wide private driveway and utility easement, thence S 02° 27' 04" W along said easement centerline a distance of 420.26 feet; thence S 18° 00' 55" W continuing along said easement centerline a distance of 516.83 feet to the south line of said Lot 5; thence S 83° 24' 22" W along the south line of said lots 5 and 8 a distance of 377.71 feet; thence S 89° 13' 58" W along the south line of said Lot 8 a distance of 328.58 feet; thence S 88° 49' 58" W continuing along last said south line a distance of 438.88 feet; thence S 68° 35' 18" W continuing along last said south line a distance of 158.56 feet; thence S 68° 14' 24" W a distance of 15.00 feet to the southwest corner of said Lot 8 and the centerline of a thirty foot wide private driveway and utility easement; thence (following the west line of said Lot 8 and the centerline of said easement for the next four calls) N 37° 30' 59" W a distance of 250.51 feet; thence N 10° 15' 53" E a distance of 182.10 feet; thence N 50° 52' 05" E a distance of 946.00 feet; thence N 13° 59' 33" E a distance of 179.67 feet to the northwest corner of said Lot 8; thence S 88° 20' 10" E along the north line of said Lot 8 a distance of 421.90 feet to the place of beginning and containing 32.3232 acres.

NOW THEREFORE, said Jagdev Indar Singh does hereby declare the creation and existence of protective covenants in the said subdivision, as follows:

1. The protective covenants herein shall attach to each parcel of land in Ocotillo Hills, and these covenants are to run with the land and be binding upon all parties and persons claiming under them until the year 2020 A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years. The owner, Jagdev Indar Singh may amend these covenants at any time, so long as one or more lots in Ocotillo Hills remain unsold. After 2020 A.D. they may also be amended at any time by a written instrument duly recorded in the office of the County Clerk of Otero County, New Mexico, signed, executed and acknowledged by the owners of at least 75% of the total area of Ocotillo Hills Subdivision.
2. If the owner of any property in said subdivision, or his agent, assigns or representatives, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or

attempting to violate said covenant and either to prevent him or them from so doing or to recover damages and attorney fees for such violation. Invalidation of any of these covenants by judgment or order of the court shall in no way affect any of the other provisions, which shall remain in full force and effect.

**3. Architectural Committee/Approval for Structures.** Any owner proposing to construct or reconstruct any structure, including walls and fences, shall apply to the Architectural Committee (hereinafter "AC") for approval. The AC shall not approve the project unless the materials, color, location, plans and specifications result in a structure that harmonizes with the existing structures and blends with the surroundings, 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. The AC will approve no structure, which is more than two stories. Basements are not included in the two-story limit. Disapproval of any structure may be based on purely aesthetic values as seen by the AC. Applications to the AC shall be in writing and either hand-delivered to a member of the Committee or mailed to Jagdev Indar Singh, 1909 Cuba Avenue, Suite 1, Alamogordo, NM 88310. The AC shall act upon each application within thirty days. The AC will provide results of all applications in writing, and if disapproved, will state the reason for the disapproval. A vote against an application by two AC members will constitute disapproval.

If deemed necessary by the AC, the following may be required as a part of the application: 1) Color and samples of exterior materials, 2) Roof plan 3) Details of exterior furnishings 4) The owner's proposed construction schedule, and 5) Any other documentation necessary for the AC to make an informed decision as to the application.

**4. Permanent Buildings and Use.** The property shall be used for single family residential purposes only. No structures shall be erected, altered, built or permitted to remain on any residential lot other than one single-family, site-built dwelling and related structures. The residence must be placed on the designated home site. No structure of a temporary or mobile nature, trailer, motor home or mobile home will be permitted. There shall be no business, trade, or commercial use of property within the subdivision. Agricultural use incident to residential use may be permitted subject to approval of the AC.

A topographic survey of the subdivision indicating building sites for each lot is included herein. Buildings outside the indicated building sites are not permitted, except as authorized in writing by the AC. The AC shall consider such issues as nearness to property lines, visual relationship with other buildings, and aesthetics. The AC will strive to retain privacy between improvements, by either distance or visual screening.

**5. Temporary Structures and Temporary Housing During Construction of Residence/Limit on Construction Time.** No structure of a temporary or mobile nature, trailer, motorhome or mobile home shall be placed within the subdivision, except during construction

of a residence, as specified below:

Once construction has commenced on any permanent building, the building shall be completed within twelve (12) months from the day construction commences. During this time, a temporary mobile home or motor home is permitted. The AC may extend this period up to an additional six (6) months in unusual circumstances, so long as construction is actively pursued. Said time extension shall be in writing. Construction shall be deemed to begin on the date any building material is placed on a parcel or on the date any foundation work is commenced, whichever is earlier. The AC retains the right to disallow any mobile home during the construction period, on the basis that the mobile home or motor home is unsightly or a nuisance.

6. Environmental Integrity. Natural vegetation within the subdivision shall be left undisturbed, except for clearing access to home sites, clearing access to roads, or establishment of small lawns and other normal landscaping within the immediate vicinity of the dwelling. Residents should strive to maintain xeriscape landscaping in view of the beauty and fragility of the native environment.

7. Nuisances. Nothing shall be done or permitted within the subdivision, which is or may become an annoyance or nuisance to other property owners. Nuisances include, but are not limited to the following:

A. Snowmobiles, motorized trail bikes, motorcycles, and any other noisy vehicle of any type.

B. Operation of chain saws, lawn mowers and other noisy equipment other than between the hours of 9:00 am. and 5:00 PM. is prohibited.

C. Lighting fixtures, appliances or devices which provide outside illumination, whether intended or incidental, shall conform to the following:

Ca) Such fixtures, appliances or devices shall be equipped with shields or hoods to confine illumination to within the light owner's property boundaries. No light from any such fixture, appliance or device shall be permitted to trespass onto neighboring private or public property, nor shall any direct rays be permitted above an angle of 15 degrees below the horizon.

Cb) Continuously on "dusk-to-dawn" lighting is expressly prohibited.

Cc) Mercury vapor lamps, "NEMA head" and other fixtures not conforming to paragraph A above, searchlights, decorative lasers and continuously flashing lights are expressly prohibited. Full cut-off style luminaries are recommended for area lighting. All area lighting regardless of type shall strictly comply with these requirements:

Cd) Outdoor lighting fixtures shall not exceed the following: 75 watts for ordinary, screw-in incandescent lamps, 50 watts for quartz, halogen, HID or similar lamps, 35 watts for High Pressure Sodium or fluorescent lamps, 25 watts for Low Pressure Sodium lamps.

Ce) Where security lighting is needed, the use of motion-detector controls, which activate the light for periods of less than 5 minutes when motion is detected, is encouraged. Such fixtures are exempt from the requirements of paragraph D, but are not exempt from the requirements of paragraph A.

Cf) Decorative holiday lighting using lamps of less than 10 watts, which are in place for holiday seasons not exceeding 4 weeks each year, are exempt from these requirements.

D. Propane or other bottled gas tanks, which are not shielded from view by either an approved fence or by planting trees or shrubbery.

E. All burning of trash and waste, except for burning of leaves and tree limbs under the direct supervision and control of a responsible person in an approved incinerator.

F. Any use of explosives of any kind including firecrackers. Nothing in this paragraph shall be construed to limit the lawful use of firearms.

G. Any chimney, which does not have a permanently attached spark arrestor through which all smoke, must pass.

H. Barking dogs, howling dogs, howling cats, and any other noisy pets.

I. Permanent clotheslines. Screened or collapsible clotheslines are permitted.

J. Any other noisy, smelly, unsightly item, activity or animal.

8. Hazardous Waste, Refuse, Rubbish, Trash and Junk. Hazardous waste shall not be stored or stockpiled on any parcel. Junk cars, auto or machine parts, construction or fencing materials and any other unsightly materials are not to be stored or stockpiled on any parcel. Refuse, rubbish and waste shall be kept and disposed in a sanitary manner. All household refuse and rubbish shall be kept in closed containers inside a residence, a basement, garage, or an ancillary building. No refuse or trash shall be permitted to remain exposed upon a parcel. Also, no inoperable automobiles, trucks, tractors or other vehicles, whether self-propelled or not, shall be permitted to remain within the boundaries of Ocotillo Hills.

9. Signs. Any sign displayed shall not exceed four square feet in area. Only one sign per lot is permitted, unless the property is for sale, and in that event, a "for sale" sign may also be displayed.

10. Sale of Gravel, Topsoil, and other Surface Material, including Native Plants. Owners are prohibited from selling or removing any material from the surface within the boundaries of Ocotillo Hills, other than removal as a normal incident to construction, without the prior approval of the AC.

No work, exploration, or excavation for any minerals, oil or gas, or mining of any minerals or quarrying for any rock materials, soil or minerals shall be conducted on any parcel except as may be incident to the installation of utilities, drainage features, driveway construction, or building site preparations which have previously been approved by the AC.

11. 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 other owners. Trucks larger than three-quarter ton rating shall not be kept within the boundaries of the property, except with the approval by the AC. No vehicle displaying signs larger than two square feet in total area on its exterior shall be kept on the real estate unless that vehicle is kept inside an enclosed garage.

12. Livestock. Horses, cows, sheep, goats and other livestock are not permitted. Reptile pets, and swine are not permitted. Domestic pets such as dogs, cats and birds, in limited numbers, are allowed. No more than four (4) cats or four (4) dogs, or a combination of four (4) cats and dogs are permitted. No commercial enterprise of animals is allowed. All pets are to be kept in a yard or pen, and not allowed to run loose. Wild animals and wild birds are excluded from this paragraph.

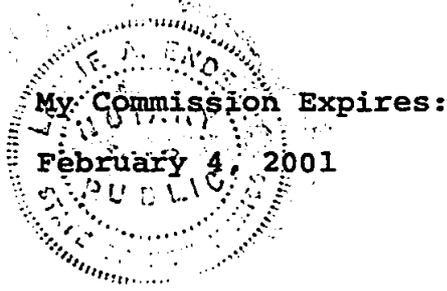
13. Roofs. In order to preserve the panoramic views in Ocotillo Hills, air conditioning, heating and other machinery may not be maintained on roof areas.

14. Subsequent Subdivisions. No parcel within this subdivision may be divided, although existing parcels may be combined to make one larger parcel.

Jagdev Indar Singh  
Jagdev Indar Singh

8/13/98  
Date

SUBSCRIBED AND SWORN to before me this 12th day of August, 1998, by Jagdev Indar Singh.



Leslie A. Endean

Leslie A. Endean, Notary Public

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STATE OF NEW MEXICO  
day of August 1998 at 2:55 p.m. recorded in Book 897  
Page 228 of the record of the County of Doña Ana  
228 County Clerk 8761 Deputy 0