

BOOK 418 PAGE 849

RESTRICTIVE COVENANTS

FOR ORO VISTA SUBDIVISION NO. 2

ORO VISTA CORPORATION, being the owner of all the lots located in Oro Vista Subdivision No. 2, a subdivision located in Otero County, New Mexico, the plat of which was recorded in Book 19 at Pages 29-32 of the records of Otero County, New Mexico, on the 6 day of August, 1975, does hereby consent and agree that the following Restrictive Covenants shall be in full force and effect on the property within said Oro Vista Subdivision No. 2 from the date of recording this instrument, to-wit:

1. All lots of said tract shall be known and described as single residential lots and no structures shall be erected on any lot other than a single family dwelling and out-buildings incidental to and consistent with single family residential use of the particular lot.

2. All lots on the north side of each street shall have two (2) 18" drainage pipes installed in the bar ditch where any driveway or roadway going from the main road to the lot is located. All lots on the south or east side of each street shall have one (1) 18" drainage pipe installed in the bar ditch where any driveway or roadway going from the main road to the lot is located. It shall be the responsibility of the owner of the lot to maintain such drainage pipe or pipes and to keep them free and clear of all debris.

3. Mobile homes and prefabricated buildings may be placed on the lots in this subdivision. No mobile home having less than six hundred fifty (650) square foot of living space shall be allowed and no mobile home which was manufactured more than four years prior to the date that it is brought into the subdivision shall be on a foundation and the wheels removed or skirted in such a manner as to give the impression of being permanent.

4. Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the purchase of lot, whichever period is shorter.

5. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the developer as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations.

6. All residential dwellings constructed on said lots shall be of standard construction and no old or second-hand building shall be moved on any lot in this subdivision unless the same be in conformance with the same standards as those required by the building code of the City of Alamogordo, New Mexico, and by the plumbing, electrical, and other safety codes relating to single family residential dwellings of the State of New Mexico. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

7. No lot shall be re-subdivided for a period of fifteen years. No portion of any lot shall be leased or permission granted to another person, firm, or corporation for the purpose of constructing a residential building thereon or any out-buildings to be used in connection with the residence of another lot for a period of fifteen years from the date of purchase. Fifteen years after the date of purchase any lot may be subdivided for use in that manner consistent with all other restrictions and covenants contained herein.

8. No building or other construction, except fences, shall be erected or placed upon any lot so that any part of it shall be situated closer than 25

feet to a front property line, or 15 feet from side property lines, and in regard to corner lots, closer than 15 feet to any side street.

9. Any dwelling constructed on a lot shall be constructed with a finished exterior within the period of construction as defined in paragraph (3) above.

10. No brush, trash, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.

11. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

12. No garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary land fill provided by Otero County or by arrangement with a garbage removal service.

13. No swine shall be maintained on said premises, nor any feed lot operation nor commercial kennel, nor caged fowl or poultry operation may be maintained or kept on said premises.

14. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock minerals, soil, or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation building sites, the construction of dwelling and/or swimming pools, and the grading of roads and streets.

15. No signs of any character shall be permitted to be placed or maintained on any lot except a sign not larger than 72 square inches setting

forth the name of the owner or occupant of said lot. All other signs are prohibited.

16. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibit the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer. Installation and maintenance of any such culverts and/or driveway entries shall be the responsibility of the lot owner.

17. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under it, their heirs, successors, and assigns, for a period of fifteen (15) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of fifteen (15) 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.

18. 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 Architectural Control Committee 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 means any individual, partnership, firm, company, trust, association, corporation, or other entity of whatsoever nature.

19. Invalidation of any one of these covenants shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

