

This document replaces covenants recorded on  
book 1123, pages 273, 274, 275 and 276

**RESTRICTIVE COVENANTS  
RIATA ESTATES SUBDIVISION**

WHEREAS, Bar-M Construction, Inc, a New Mexico Corporation, is the owner of 80 acres, dedicated a subdivision, known as Riata Estates, Otero County, NMPM, recorded in book 60, page 74 and 75.

AND WHEREAS, the said owners above named desire said Real Estate to be subject to and encumbered by certain Restrictive and Protective Covenants.

The Restrictions and Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning land in the above described property.

If the owners of said property or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property situate in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, and either to prevent him from so doing or to recover damages for the violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**Architectural Committee:**

The purpose of the Architectural Committee is to assure, through architectural control of building design, placement, and construction that all improvements on and use of real estate within the exterior boundaries of the above described real estate shall conform to the requirements of these restrictive covenants.

The Architectural Committee shall be composed of three persons. The committee shall be Ernesto Martinez, Deborah L. Martinez and Jannette A. Garcia, appointed by Bar-M Construction, Inc. . The committee members shall serve on the committee until such member dies or no longer wishes to serve in such capacity, at which time a new member will be appointed by the committee. After all lots have been sold, all privileges, power, rights and authority shall be exercised by and verified in a committee to be selected by the owners of a majority of the residences left in the above described land.

No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the exterior construction plans and specifications, exterior materials to be used, exterior color, and location have been approved by the Architectural Committee. The Committee

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shall not approve the project unless in their opinion, the materials, color, location, plans and specifications result in a structure that harmonizes with the existing structures in the area/ or blends with the surroundings and the structure is located in an aesthetically pleasing place. Disapproval of a structure may be based on purely aesthetic values as seen by the Architectural Committee.

All applications for approval shall be in writing and either hand delivered to each member of the Architectural Committee or by certified mail to Bar-M Construction, Inc., 602 La Luz Canyon Rd, La Luz, NM 88337 for distribution. The committee shall meet within ten (10) days upon receipt of a completed application for a dwelling and render a decision within twenty four (24) hours after meeting, on the initial application for a residential dwelling.

- 1) No Commercial activities shall be conducted on any lot other than occupations or professions conducted by a member or members of a family residing upon the premises wherein such activities are approved by the architectural committee and that said activities are not a nuisance or annoyance to the neighborhood.
- 2) That no electrical or mechanical equipment, machinery or materials are used in a manner to create a nuisance or disturbance in the neighborhood.
- 3) In no event shall any noxious, dangerous, hazardous or offensive activity be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 4) The construction of any structure, including the main building and all appurtenances thereto, shall be subject to a 30 foot setback from property lines or easements.
- 5) Animals and fowl shall be permitted for domestic purposes only, not to exceed one animal per acre or three birds per acre, whether personally owned or boarded by the resident. Unweaned animals with their mothers shall not be considered an animal unit. The premises shall not be used for a commercial kennel for dogs, cats or other animals. Animal waste and manure shall not be allowed to accumulate on the lot or in barns, stables or corrals. All animals, including dogs, shall be confined to the property and no animal shall be permitted to run at large. Animals shall be fenced to prohibit animals from becoming a nuisance to other properties.
- 6) No lot shall be further divided, without the express written approval of the architectural committee.
- 7) No building or structure shall be erected or altered on any lot unless the same is done in good and workmanlike manner and such building or structure shall be maintained neat in outward appearance.
- 8) All structures shall conform to the following:
  - a) Only single family residences and outbuildings providing services thereto shall be

allowed.

b) Residences shall be a minimum of 1000 square feet living area.

c) Any structures will be placed on a permanent foundation.

d) Pre-manufactured mobile homes shall be allowed on lots 4 through 8, only if they are approved by the architectural committee, prior to purchase of the lot, and they must meet the following minimum conditions:

- \* No mobile home may be installed if the manufacturing date is more than 5 years old at the time of installation.
- \* No unpainted metal roofs.
- \* Mobile homes must be on a permanent foundation.
- \* Mobile homes must be skirted within 30 days after placement with a painted, finished grade material, approved by the architectural committee. .

9) Non-functional motor vehicles shall not be stored on any lot unless enclosed completely in a structure that conforms to these covenants.

10) Watercourses and drainage shall be maintained so as to not adversely affect any other landowner or roads.

11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers with tight fitting lids.

12) No excavation shall be made on said property for the purpose of obtaining sand, rock, clay, dirt or gravel, whether for profit or otherwise. Building site excavation may be made, to the extent necessary for construction.

13) Buyers agree to maintain the premises in a reasonably clean condition and keep said premises free from litter, junk or other objects of unsightly nature.

14) Butane tanks and water storage tanks must conform to state and/or county codes and must be discreetly located to minimize or preclude their intrusive characteristics upon the view of other property owners.

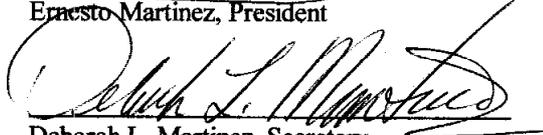
15) Lot owners shall install culverts in all driveways, as required for proper drainage at connections to roads. Driveways shall be constructed in such a manner that drainage therefrom will not erode or deposit material on any road surface.

16) Survival clause: Invalidation of any one of these covenants, conditions and restrictions, whether by judgement or court order, shall not affect any of the remaining provisions, which shall remain in full force and effect.

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17) Duration of restrictions, conditions and covenants: All restrictions, conditions and covenants herein shall run with the land and continue as such for twenty (20) years from the date hereof. They shall be extended from that time for successive periods of twenty (20) years, seventy (70) percent of the owners of the lots of Riata Estates shall agree to alter, modify or eliminate and or all of these restrictions.

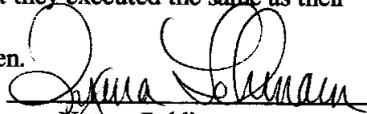
18) Binding effect. The provisions herein contained shall bind, inure to the benefit of, and be enforceable at law and in equity by the undersigned owners, their successors and assigns or any grantee to enforce ant of the restrictions, conditions and covenants herein contained shall be in no event be deemed a waiver of the right to do so thereafter, and shall not subject the owners to any liability for failure to enforce.

  
Ernesto Martinez, President  
  
Deborah L. Martinez, Secretary

State of New Mexico )  
                                  ) SS:  
County of Otero        )

On this 29<sup>th</sup> day of April 2004 before me personally appeared Ernesto Martinez and Deborah L. Martinez, to me known, who by me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

  
Notary Public



My commission expires 10-22-06



STATE OF NEW MEXICO } SS.  
OTERO COUNTY

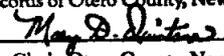
FILED FOR RECORD IN MY OFFICE

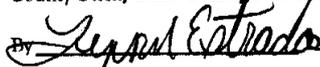
This 29 day of April, 2004

At 10:20 o'clock A M and duly recorded

In Book No. 1131 Page 182-185

The records of Otero County, New Mexico

  
County Clerk, Otero County, New Mexico

By  Deputy

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