

RESTRICTIVE COVENANTS

PART A. WHEREAS LANCE W. GIEST AND ROBIN J. GIEST, are the Owners of ROSA DE LA TIERRA, located in the W1/2 SE1/4 of Section (30), T14S, R10E, NMPM, Otero County, New Mexico,

And Whereas, said Owner above named desires to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Lots 1 through 6, Rosa de la Tierra, Otero County, New Mexico.

PART C. RESIDENTIAL AREA COVENANTS

C-1. **LAND USE AND BUILDING TYPE.** No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height: and accessory buildings.

C-2. **ARCHITECTURAL CONTROL.** No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, (harmony of external design with existing and/or planned structures,) as to location with respect to lot lines, topography and finish grade elevations. Accessory buildings shall architecturally (exterior) match the house.

C-3. **DWELLING COST, QUALITY AND SIZE.** No building shall be permitted on any lot at a cost of less than \$90,000 based on cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1,500 square feet of heated area.

C-4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or side lot line than 25 feet, nor nearer to the rear lot line than 20 feet.

C-5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision.

C-6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No dwelling house smaller than 1500 square feet with a minimum of 1500 square feet heated area shall be constructed on any lot herein. No trailer, trailer house, prefabricated building, tent, shack, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any temporary residences be erected. A temporary contractor's building or a mobile home for storage may be used during construction.

All buildings are to be either brick, stone veneer, stucco, painted, or stained on exterior or wall surfaces within thirty days from the date of completion of construction. No second hand structures shall be moved on any

lot. No mobile homes or prefabricated houses. All homes shall be built on-site.

C-8. **LOT AREA AND WIDTH.** Lot area shall not be reduced below that which is shown on the Plat of Rosa de la Tierra. No lot shall be re-subdivided, except to combine two lots into one.

C-9 **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except farm or family name sign.

C-10. **LIVESTOCK AND POULTRY.** Livestock shall be permitted. Livestock, such as horses, cattle, sheep, etc. shall be limited to 1 (one) animal unit per acre unless otherwise approved by architecture committee. 4H and FFA projects are exempt. These animals must be contained. Household pets are allowed but must be contained. Kenneling is not permitted. Pigs, swine and poultry are not permitted.

C-11. All lots shall be maintained in as natural a state as possible. Native growth shall not be destroyed or removed from a lot except as necessary for roadways, utility ways, structures, walled-in or fenced-in yards, gardens and patios, or replacement by landscaping. Natural drainage shall not be altered.

C-12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Portable containers, except for scheduled pick up days, shall be screened from view.

C-13. **WATER SUPPLY.** Water supply shall consist of individual wells provided on each lot by the individual lot owner. Shared wells shall not be permitted. Lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic tanks, including those on adjacent properties.

C-14. **SEWAGE DISPOSAL.** Sewage disposal shall consist of individual NM ED-approved septic disposal systems provided on each lot by the individual lot owner. Shared septic systems shall not be permitted. Lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic tanks, including those on adjacent properties.

C-15. **ANTENNAE.** No television or radio antenna shall extend higher than 5 feet above the highest roof of any structure, and all antennae shall be subject to approval of the Architectural Control Committee prior to installation.

C-16. **BUSINESSES.** No business other than a home-business shall be permitted. "Shop"-type business are expressly prohibited.

C-17. **LOT ENTRANCES** All purchasers will be required to install an 18" culvert at their lot entrance. Said purchasers will be solely responsible for the cost of said installation.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. **MEMBERSHIP.** The Architectural Control Committee shall be composed of Lance W. Giest and Robin J. Giest.

D-2. **PROCEDURE.** Building plans to be submitted for approval shall include as a minimum, floor plans, front elevations, and a complete description of exterior materials and finish and roofing. The approval as required in these covenants shall be in writing. In the event the subdivider, or his designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to

the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
D-3 All dwellings shall be finished as to the exterior within one year from the start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining lots will not be unduly impaired.
PART E. GENERAL PROVISIONS.

E-1. TERM. These covenants shall be binding upon the undersigned and all persons claiming under it, their heirs, successors or assigns from the date these Restrictive Covenants are recorded. These Restrictive Covenants may be modified, amended or repealed in whole or in part by filing in the office of the County Clerk of Otero County, New Mexico, such amendment, modification or notice of repeal duly executed and subscribed by the owners of record of not less than fifty (50) percent of the lots included in said subdivision. Modification, amendment or repeal of any one or more of the foregoing restrictive covenants shall not affect the validity of the remaining covenants. Failure to enforce the provisions of the above covenants immediately upon violation shall not be considered as a waiver of such covenants.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF SAID OWNERS HAVE SET THEIR HANDS AND SEALS ON THIS 21st DAY OF October, 1996.

Lance W. Giest
LANCE W. GIEST

Robin J. Giest
ROBIN J. GIEST

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss:
COUNTY OF OTERO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF October, 1996, BY LANCE W. GIEST AND ROBIN J. GIEST

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE.

Sue Ellen Cox, NOTARY PUBLIC



STATE OF NEW MEXICO
NOTARY PUBLIC
The 22nd day of October 1996
at 2:35 PM in and County of Otero
in Book 843 Page 965-967
the County Clerk of Otero County, New Mexico
Martha Quintana
County Clerk, Otero County, New Mexico
Christina Nunez Deputy
11512

