RESTRICTIVE COVENANTS
FOR
SPANISH TRAIL

WHEREAS: The undersigned owners of said subdivision desire to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE: the undersigned do hereby declare the creation and existence of certain restrictive covenants as hereinafter set forth and declare that the said restrictions and covenants shall run with the land hereinafter described and to be binding on all Parties who are or shall become parties in interest to said land. The property covered and affected by the covenants as follows to wit:

1. All lots in the subdivision shall be residential lots except lot # 10. Lot #10 shall have no restrictions placed on it.
2. Lots 1 thru 9 and 11 thru 30 inclusive shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single dwelling and such structures as are incidental to the use of said lot, such as a private garage, well house or storage shed. There shall be no commercial or agricultural activity or business engaged in on any of these lots.
3. No lot may be re-subdivided.
4. No buildings or structures whatsoever of any kind shall be located nearer than 25 feet to the front or rear line of each lot for a utility easement and not nearer than ten (10) feet on each side of lot line. The front line being Moondale Road and Old Spanish Trail Road. Lots 20,21,1,2, and 3 have an 25 foot easement on the north border to clean and maintain the ditch for run off water.
5. For permanent homes: Maximum of four (4) bedrooms per one acre lot.
   a. No dwelling smaller than 1200 square feet heated area shall be constructed on any lot herein. No trailer, prefabricated building, tent, shack or other outbuilding shall be used as a permanent residence. A temporary contractor's building or storage trailer may be used during construction, but must be removed upon occupancy of the permanent dwelling. During the period of active permanent home construction, a recreational vehicle as a temporary residence shall not exceed a period of twelve (12) months. In no instance shall a recreational vehicle be used as a permanent residence.
   b. All buildings are to be new construction only and be either brick or stone veneer or painted or stained on exterior of wall surfaces. 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, rear to the same degree as a first class front, so the view from overlooking of adjoining lots will not be impaired.
   c. Manufactured homes are allowed. Maximum of 4 bedrooms per 1 acre lot.
   d. The dwelling must have a minimum of 800 square feet heated area. The dwelling must have a shingled or state of the art quality metal pitched roof,

with the exception of Spanish style dwellings. Metal roofing should be comparable to Pro- Panel, 20 or 30 year color, R profile, style panels. The dwelling must be set and must have complete coordinated skirting. At the time of installation, the manufactured home must be less than five (5) years old. Ones older than five (5) years old are allowed if they are approved by the developer.

e. For Modular homes: Maximum of 4 bedrooms per acre lot. The dwelling must have a minimum of 1000 square heated area.

6. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repair at all times. Unlicensed vehicles must be kept garaged as per Otero County Ordinance No. 90-03. No storage of salvage material is allowed.
7. Whenever possible, natural desert growth should be retained to stabilize the soil, and Xeriscape landscaping utilized to preserve our limited water supply, pursuant to Section 72-12-1, New Mexico Statutes, 1- " the permittee shall utilize the highest and best technology available to ensure conservation of water to maximum extent practical.
8. No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. Lots 1 thru 9 and 11 thru 15 shall be permitted to have two (2) horses per lot. Horses shall be contained on the back 1/3 of each lot. Household pets are allowed but must be contained. Kennelling is not permitted. Swine are not permitted.
10. No driveway entrances from the access road shall be constructed against or across drainage easements or drainage ditches in such a manner as to anyway restrict the flow of water of these easements. All driveway entrances shall have drainage pipes installed in the bar ditch in such a way as to not restrict the flow of water. Parcel owner is responsible for keeping these culverts and driveways in good repair.
11. After eight (8) of the subdivision lots are sold it will be the responsibility of the lot owners to maintain and upkeep the roads.
12. Exterior lighting shall be shielded to conform to the "dark skies" standard as established by local county ordinances.
13. **WATER RESTRICTIONS-**

    WELLS:

    a. Individual wells in Spanish Trail Subdivision shall be restricted to one (1) acre feet per year.
    b. Shared wells shall be restricted to three (3) acre feet per year. This is approximately 977,400 gallons per year with a limit of four (4) lots per well.
    c. Each shared well shall be metered by a meter approved by the State Engineer's Office of New Mexico. Each meter shall be read by the property owner and reported to the State Engineer's Office at such time and dates as required by the State Engineer's Office.

    OUTSIDE WATERING: Drip irrigation and Xeriscape is encouraged whenever possible to conserve water.

STATEMENTS CONTAINED HEREIN DO NOT CONSTITUTE A GUARANTEE BY THE SUBDIVIDER OF THE QUALITY OR QUANTITY OF THE WATER EXISTING NOW OR FUTURE GROUND WATER WELLS.

A. **TERM:** These covenants are to run with the land and shall be binding on all parties, their successors, assigns and privies and all persons claiming by, through or under them for a period of thirty (30) years from the date these covenants are recorded. After this period, the covenants shall automatically extend for the successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been placed on record in the County Clerk's Office, requesting amending or agreeing to change the covenants in whole or in part. Votes shall be counted on the basis of (1) vote for each lot owned.

B. **ENFORCEMENT:** Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or by court order or by ordinance shall in no wise affect any other provision which shall be and remain in full force and effect.

D. **AMENDMENT:** These covenants may be amended, in whole or in part, at any time an instrument is signed by a majority of the owners of the lots has been recorded agreeing to amend said covenants, in whole or in part, include additional property under the terms hereof or to exclude specifically described property from the provisions hereof. Votes shall be counted on the basis of one (1) vote for each lot owned within the subject area.

IN WITNESS, WHEREOF, the said owners have caused this instrument to be executed this 13 day of September, 2016

Richard M. Carter

Richard M. Carter

State of New Mexico)
)
County of OTERO)

The foregoing instrument was acknowledged before me this 13 day of September 2016 by Richard M. Carter.

Notary Public

My Commission Expires May 28-2018

OFFICIAL SEAL
Edith Weipert
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: May 28 2018

COUNTY CLERK OTERO COUNTY NEW MEXICO