

**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 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 lot line of each lot, and not nearer than 10 feet to any side lot line or rear line of each lot.
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, trailer house, prefabricated building, tent, shack or barn or other outbuilding shall be used as a residence, temporarily or permanently. 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 months (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 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 impaired.
 - c. Manufactured homes are allowed. Maximum of 4 bedrooms per 1 acre lot.
 - d. The dwelling must have a minimum of 1,000 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 permanently set and must have complete coordinated skirting. The dwelling must have a deck or porch in front. At the time of installation, the manufactured

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home must be less than five (5) years old. Ones older than five (5) years 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 1200 square feet heated area and must be set on a permanent foundation.
6. The premises and improvements of each lot must be maintained in an orderly condition and a good state of repairs at all times. Unlicensed vehicles must be kept garaged as per Otero County Ordinance No. 91-03. 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 or 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 2 horses per lot. Horses shall be contained on the back 1/3 of each lot. The back 10 feet of each lot shall be used as an easement to give access to the adjoining BLM land. Household pets are allowed but must be contained. Kenneling 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 the upkeep of 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 lot per year. This is approximately 325,800 gallons of water 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) lot 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 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: The total irrigated area shall not exceed 800 square feet per lot. The 800 square feet may be planted in any combination of trees, shrubs, annuals and perennials, grasses and garden. Grasses should be selected that are well adapted to local climatic conditions and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of Xeriscape shall be utilized. Drip irrigation is encouraged whenever possible.

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 paced of 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 judgment or court order or by ordinance shall in nowise affect any other provisions 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 25 day of March, 2009

Richard M. Carter

Richard M. Carter

State of New Mexico)

County of OTERO)

The foregoing instrument was acknowledged before me this 25 day of March 2009 by Richard M. Carter.

Lara Sanborn

Notary Public



My Commission Expires Aug 19 2012

