

RESTRICTIVE COVENANTS

FOR

VILLA DE LA LUZ SUBDIVISION PHASE I (AMENDED)

LA LUZ, OTERO COUNTY, NEW MEXICO

WHEREAS the undersigned are all of the legal and equitable owners of the following described real estate situated in Otero County, New Mexico, to wit:

Lots 1 through 22 of Villa De La Luz Subdivision Phase I (Amended), La Luz, Otero County, New Mexico, a subdivision of Otero County, New Mexico, as more fully shown and described in the official plat recorded in the office of the County Clerk on the        day of       , 1987 in Book       , Page       , and

WHEREAS said owners, hereinafter named, desire to place certain restrictions in regard to buildings and improvements thereon, and to further regulate the use of said real estate in the manner hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned being all of the owners both legal and equitable hereby covenant, declare, and agree with all future purchasers of lots or building sites within the above named subdivision of Otero County, New Mexico, that the following restrictive covenants shall apply to all residential lots and/or building sites within said unit and that all conveyances of any lot or lots in the above named subdivision which are designated as residential lots shall be subject to the following restrictions:

A. THE LOT:

1. All lots situated within the subdivision save and except lots 1, 2, 3, 13, and 14 are hereby designated as residential lots.
2. Minimum size of residential lots shall be one acre more or less.
3. None of the residential lots being identified as lots 4 through 12 and lots 15 through 22 as shown by the official plat on file in the office of the County Clerk shall be further subdivided or a partial conveyance of any lot made, except for easements for utilities and similiar services.

B. RESIDENCES AND CONSTRUCTION:

1. Architectural style, landscaping and plot shall be limited to Southwestern, Spanish or New Mexico Territorial types and must meet with the approval of the Land Development Architectural Board.

2. Only one single family residential dwelling per lot will be allowed.

3. Minimum ground floor living area shall not be less than 1,600 square feet, exclusive of garages and porches.

4. No mobile homes, prefabricated homes, or multilevel homes will be allowed.

5. Construction, once started, must be continued until the exterior of the house is completed, not to exceed six months.

6. The Land Development Architectural Board shall consist of the original developers, known as the Amigos, plus any additional members as designated in writing by the Amigos. Any person appointed to the Land Development Architectural Board must own property within the subdivision.

7. Building construction must be approved in advance by the Land Development Architectural Board. One set of plans and specifications, along with a \$25.00 fee, shall be submitted to the Land Development Architectural Board for review. The Land Development Architectural Board shall respond in writing within ten days, and a copy of all documents will be kept on permanent file by the Land Development Architectural Board.

C. LOT STRUCTURES:

1. No temporary residential structure will be erected on any lot in the subdivision.

2. No trailers, tents, shacks, barns or other out-buildings will be constructed on a lot in the subdivision, either temporarily or permanently, except for permanent storage buildings approved in advance by the Land Development Architectural Board.

3. No windmill or windcharger will be erected on any lot in the subdivision.

4. No old or secondhand buildings will be erected or moved onto any lot in the subdivision.

5. No barbed wire fences will be allowed.

6. A temporary contractor's building in accordance with the current New Mexico Code may be used during construction.

D. FACILITIES AND UTILITIES:

1. Each residence shall have facilities that meet the minimum standards of the State and/or Federal Housing Administrations property standards, or better.

2. LPG tanks and facilities must conform to New Mexico State regulations and must be located so as not to detract from the general appearance of the neighborhood.

3. Trash and garbage shall not accumulate and will be disposed of in accordance with regulations of the State of New Mexico and the Otero County Health Department.

4. Outdoor lighting will be limited to the soft, non-glare type similiar to gatepost lanterns, etc., and will be limited to low poles and small areas.

E. ANIMALS AND LIVESTOCK:

1. Animals will be restricted to pets of the domestic dog/cat type, with a maximum of two each.

2. Animals will not be allowed to roam, but will be contained in a fenced-in area.

3. No swine or dogs of the hound-type or pit bulls will be permitted.

4. No animals of any kind shall be raised, bred, or maintained for commercial purposes.

5. No farm animals will be raised or boarded on the property.

F. ACTIVITIES:

1. No commercial activities shall be carried on upon any lot heretofore designated as a residential lot.

2. No offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood, and no part of said premises shall be used or occupied injuriously to effect the use, occupation, or value of the adjoining or adjacent premises for residential purposes, or in the neighborhood in which such premises are situated.

3. No wrecked or abandoned cars are to be left on the streets or on lots of the subdivision. Cars not in running condition will be enclosed in a fenced area so as to be out of site.

4. Topography of the land shall not be changed in any manner to deflect water runoff or sewage onto another lot.

5. No owner shall permit loud or excessive noise to originate upon their property when such loud or excessive noise disturbs the quiet and peaceful enjoyment of other property owners within the subdivision.

G. ENFORCEMENT: Should it be necessary to enforce any of the foregoing restrictive covenants by court action, then and in that event, the Land Development Architectural Board shall be entitled to recover from the property owner violating said covenants all costs incurred by said Land Development Architectural Board to enforce said covenants including the actual cost of attorneys fees incurred in any such court proceedings. The cost of enforcement when so assessed by a court of competent jurisdiction shall become a lien against the real estate, which lien may be enforced and foreclosed in the manner provided by law.

H. GENERAL:

1. These restrictions constitute a mutual covenant running with the land and all successive future owners shall have the same right to invoke and enforce said covenants as the original signers hereto.
2. These covenants are to run with the land and shall be binding upon all parties and persons claiming unto them.
3. Invalidation of any of the covenants contained herein by judgement or court order or decree shall in no wise effect any of the other provisions which shall remain in full force and effect.

WHEREFORE, the undersigned have this day of , 1987 executed the foregoing Restrictive Covenants for themselves, their heirs, successors, administrators, and assigns.

Albert N. Flores  
ALBERT N. FLORES (Amigos)

Lucy W. Flores  
LUCY W. FLORES

Rodolfo M. Cadena  
RODOLFO M. CADENA (Amigos)

Virginia C. Cadena  
VIRGINIA CADENA

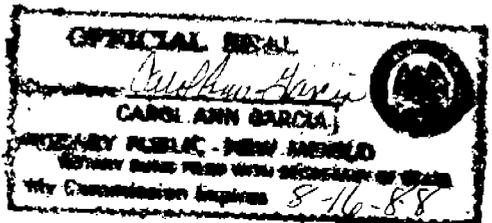
Patricia A. Little  
PATRICIA A. LITTLE

Larry A. Flores  
LARRY A. FLORES

William Rideout  
WILLIAM RIDEOUT

Matthew Nix  
MATTHEW NIX

Richard T. McWhirter  
RICHARD T. McWHIRTER



OTERO COUNTY  
FILED FOR RECORD IN MY OFFICE  
the 11 day of Dec. 19 87  
at 2:40 P.M. and duty records  
in Book No. 136 Page 466-469

Andrew C. Chapman  
County Clerk Otero County New Mexico  
Karen Swartz

24050