

361-837

RESTRICTIVE COVENANTS

for

VILLA DE LA LUZ SUBDIVISION PHASE I

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 1, 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 25th day of September, 1969, and recorded in Book 13, Page 28-29, 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 PRESENCE:

THAT the undersigned being all of the owners both legal and equitable hereby covenant, declare, and agree with all future purchasers of lots or buildingsites 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. No lot may be changed from a residential lot without the specific approval of the land development architectural board,

which approval shall be in writing and filed in the office of the County Clerk of Otero County, before the same shall be effective.

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 plans will 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 be 1000 sq. feet, exclusive of garages and porches.

4. Construction, once commenced, must be completed in six months or in a period specified by the Land Development Architectural Board.

5. The Land Development Architectural Board shall consist of Robert O. Godby, Rodolfo M. Cadena, Albert N. Flores and Jimmie D. Seery. Should any member cease to function as such by reason of death, resignation, refusal or inability to serve, the remaining members may designate a successor in writing. Any successor so appointed shall own real estate within the subdivision.

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 outbuildings shall be constructed on a lot of the subdivision, either temporarily or permanently, except for permanent storage buildings approved in advance by the Land Development Architectural Board.

3. No wind-mills or wind-chargers will be erected on any lot.

4. No old or secondhand buildings shall be moved onto any lot.

5. No barbed-wire fences will be allowed, nor will outdoor privies be permitted.

6. A temporary contractor's building may be used during construction, built in accordance with New Mexico Code. ( Nov. 1968)

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 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 types similar to gate-post lanterns, etc., and will be limited to low poles and small areas.

E. ANIMALS and LIVESTOCK:

1. Animals allowed 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-types will be permitted.
4. No animals of any kind shall be raised, bred, or maintained for any commercial purpose.

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.
4. Topography of the land shall not be changed in any manner to deflect run-off water or sewage onto another lot except by consent of the Land Development Architectural Board.
5. No owner shall permit loud or excessive noise to originate upon his land when such loud or excessive noise disturbs the quiet and peaceful enjoyment of other land owners within the subdivision.

G. ENFORCEMENT:

1. 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 land 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 any 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.

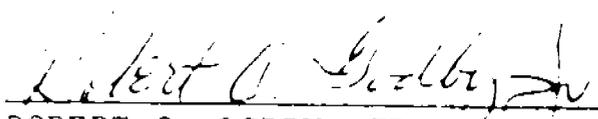
H. GENERAL:

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 until the year 2000.

3. Invalidation of any of the covenants contained herein by judgment 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 30 day of September, 1969 executed the foregoing Restrictive Covenants for themselves, their heirs, successors, administrators, and assigns.

  
ROBERT O. GODBY, JR.

  
CHRISTINE GODBY

