

RESTRICTIVE COVENANTS (AMENDED)

FOR

VILLA DE LA LUZ SUBDIVISION PHASE II

LA LUZ, OTERO COUNTY, NEW MEXICO

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

Lots 23 through 104 of the Villa De La Luz Subdivision Phase II, La Luz, Otero County, New Mexico a subdivision of Otero County, New Mexico and more fully shown and described in the official plat record 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 PERSONS 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 lots and or building sites within said subdivision 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 28, 29, 30, 31, 56, 57, 86, 87, and 104 are hereby designated as residential lots. No lot designation may be changed without the specific approval of (1) the Land Development Architectural Board, and (2) the Alamogordo City Planning Commission, and (3) the Otero County Planning Commission, which approval shall be in writing and filed in the office of the County Clerk of Otero County before same shall be effective.

2. None of the residential lots shown by the official plat shall be further subdivided or a partial conveyance of any lot be made, except for utility and other easements.

B. RESIDENCES AND CONSTRUCTION:

1. Architectural style, landscape, and plot plans will be limited to Southwestern, Spanish or New Mexico Territorial type and must meet with the approval of the Land Development Architectural Board.

2. Only one, single-family residential dwelling per lot will be permitted.

3. Minimum ground floor living area shall be 1,600 square feet, exclusive of garages and porches.

in the position of this agency as noted in the statement of Document Certification on file at this agency. These Documents are routinely microfilmed as a necessary operation in the generation of an Inviolable Document File.
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4. No mobile homes, prefabricated homes, or multilevel homes will be permitted.

5. Construction, once commenced, 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 owners of the Arigos, the original developers, plus any additional member designated and appointed by the original Land Development Architectural Board, in writing, which member shall be a property owner in the subdivision.

7. One set of building plans and specifications, along with a \$25.00 fee, will be submitted to the Land Development Architectural Board for approval before construction can start. The Land Development Architectural Board will act on such submittals within ten days. The plans and specifications and the Land Development Architectural Board's written recommendations will be returned to the submitter. A copy of all documents will be retained in the permanent files of 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 shall be constructed or moved onto 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 windmills or windchargers shall 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.

6. A temporary contractor's building may be used during construction of the house.

D. LANDSCAPING:

1. The landscaping scheme shall be southwestern, desert style, making maximum use of native cactus, plants and shrubs.

2. The removal of the existing natural vegetation shall be done only to the extent necessary to clear space to accommodate the house.

3. Fences shall be constructed of wood, stone, adobe, brick, or other natural materials, and they shall not exceed six feet in height.

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E. 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. Electrical service shall be underground from alley to residence.
3. LCP tanks and the like shall be located adjacent to the service alley and shall be boxed or covered so as not to detract from the general appearance of the properties.
4. Trash and garbage shall not accumulate on the property and the area will be kept in such a way so as not to detract from the appearance of the neighborhood.
5. Outdoor lighting will be of a soft non-glare type and will be located so that small areas are lighted.

F. ANIMALS AND LIVESTOCK:

1. No farm animals will be permitted to be raised or boarded on the property.
2. Dogs, cats, and other household pets shall not be allowed to cause a nuisance to any property owner within the subdivision.
3. No commercial enterprises involving animal of fowl will be conducted on the property.
4. No swine or dogs of the bound type or pit bulls will be allowed.

G. 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 occupation, or value of the adjoining or adjacent premises for residential purposes, or in the neighborhood in which such premises are situated.
3. No car, truck, or other vehicle will be abandoned on the streets or lots of the subdivision. Vehicles not in a running condition shall be enclosed in a fenced area so as to be out of sight.
4. The topography of the land shall not be changed in any manner to deflect run off water or sewage onto another lot.
5. No owner shall permit loud or excessive noise to originate upon his property when such loud or excessive noise disturbs the quiet and peaceful enjoyment of other property owners within the subdivision.

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H. COMMERCIAL LOTS: Lots 28, 29, 30, 31, 56, 57, 86, 87, and 104 being designated as commercial shall have the following restrictions:

1. The architectural style shall conform to the rest of the area within the subdivision and carry out the southwestern adobe architectural theme to enhance the surrounding properties.

2. No enterprise shall be conducted or carried on upon any commercial lot which shall be offensive to the neighborhood or disturb the well being of the adjoining or adjacent properties.

I. 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 the Land Development Architectural Board to enforce said covenants, including the actual cost of attorney's fees incurred in any such court proceeding. 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.

J. 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 Cadena
VIRGINIA CADENA

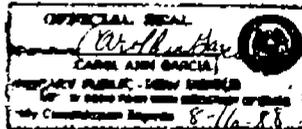
Patricia A. Little
PATRICIA A. LITTLE

Larry A. Flores
LARRY A. FLORES

William Rideout
WILLIAM RIDEOUT

Matthew Nix
MATTHEW NIX

Richard T. McWhirter
RICHARD T. McWHIRTER



STATE OF NEW MEXICO
day of 10/20 1987
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