

PONDEROSA PINES SUBDIVISION

Restrictive Covenants
Units I, II and III

The undersigned, the Ponderosa Pines Property Owners Association, Inc., (hereinafter referred to as "Association") and its governing board of directors (hereinafter referred to as "Board") does hereby consent and agree that the following restrictive covenants shall be in full force upon the property within the Ponderosa Pines Subdivision, Units I, II and III. Unit I plat appears in Otero County, New Mexico, book 16, pages 17 and 18. Unit II plat appears in book 16, pages 19 and 20, and Unit III plat appears in book 26, pages 27 and 30.

1. No business or profession, manufacturing operation, commercial enterprise or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

2. There shall not be erected on any one lot more than one (1) single, private, family dwelling house together with the necessary and appurtenant attached building such as servant quarters, garages and carports customarily used in connection therewith. No structure shall have more than two (2) stories unless otherwise approved by the Board.

(a) No dwelling house, garage, carport, outbuilding, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, moved on or maintained on any lot or lots, or any parcel or portion thereof, nor shall any alterations, additions, change or repair be made to the exterior thereof, unless prior to the commencement of any construction, excavation, grading or other work, two complete sets of the plans and specifications thereof, including front, side and rear elevations, and the floor plan for each floor and basement, color scheme thereof, and plot plan, indicating and fixing the exact location of such structure or such altered structure thereof, shall have first been submitted to the Board in writing for its approval and such approval obtained in writing from the Board.

(b) All structures must have a slanting roof with a minimum of two and one-half inches in twelve inches pitch. Roofing materials must be of a material approved by the Board. Variances below the minimum pitch requirement may be granted by the Board.

(c) Approval by the Board of such plans, specifications and locations of buildings shall be endorsed on both sets of plans and specifications and one set thereof shall be returned to the person submitting the same and the other set shall be retained by the Board.

(d) In the event that the proposed improvements be for the repairing and/or redecoration of the exterior of the structure, without remodeling of same or making additions thereto, it shall be necessary only to file the color scheme of such proposed work with the Board and have the same approved in writing by it prior to commencement of such repairs and/or redecoration.

(e) After such plans and specifications and other data submitted have been approved by the Board, no building or structures of any kind shall be erected, constructed, placed, altered or maintained upon said property unless same is in conformity with the plans, specifications, color scheme and plot plan theretofore approved by the Board, or such action shall be deemed to have been undertaken without approval of the Board.

(f) Buildings or structures shall not be constructed of a material that will cause the sunlight to be reflected therefrom; nor shall any building or other structure be painted with any paint or other substance that would cause the sunlight to be reflected therefrom.

(g) All plans for septic tanks to be installed in the subdivision shall first be submitted to the Board for its approval. The Board may base its decision on the installment of such septic tanks on the then existing or anticipated municipal, county, state or federal regulations regarding septic tanks or other methods of raw sewage disposal.

(h) In the event of any ambiguity in a provision of these restrictions, the interpretation of the Board as to the meaning intended shall prevail.

(i) The Board may withhold its approval due to non-compliance with any of the specific conditions and restrictions contained in these restrictive covenants or reasonable dissatisfaction of the Board with the location of the structure on the building site, or with the appearance of the proposed structure, or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. However, the Board shall act with all due promptness. In the event the Board shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from such submission, then the submission shall be deemed to have been complied with.

3. No lots shall be divided into smaller lots or parcels of land. For the purpose of these restrictions, a homeowner may own up to three (3) adjacent lots and still be considered a one (1)

lot owner when the dwelling is built on only one lot. A homeowner may own up to four (4) adjacent lots and still be a one (1) lot owner providing the dwelling is built on two (2) lots. Adjacent lots would be to each side and immediately to the rear of the lot(s) on which the dwelling is built. Lots located across the road from the dwelling would not be considered adjacent.

4. No structure shall be erected, constructed, placed or maintained on any lot nearer than twenty-five (25) feet to the front line, nearer than ten (10) feet to the side lines, nor nearer than twenty (20) feet to the back lot lines, except that upon written application to the Board, if the configurations and topography permit, a variance may be granted from said set-backs.

5. No garage, carport, shed, tent, trailer or temporary structure of any kind shall be erected, constructed, permitted or maintained on any lot prior to the commencement of the erection of a principal dwelling house thereon. None of the above shall be used for temporary residence purposes unless written permission is granted by the Board for use only during construction of the principal dwelling.

6. When the construction of a dwelling is commenced upon any lot, the owner thereof shall prosecute, with all reasonable diligence, the completion thereof within twelve (12) months from the date of commencement, delays caused by acts of God excepted, unless the written consent of the Board is obtained for a longer period of time for construction prior to the commencement of such construction. The Board will make demands of the dwelling owner in the event that full compliance with the time restrictions has not been effected.

7. No exposed concrete block, whether painted or otherwise, shall exist on any lot without the written consent of the Board.

8. No old or second-hand building shall be moved on any lot in this subdivision and no second-hand materials shall be used in the construction of any building thereof, except upon the prior written consent of the Board.

9. No brush, trash or other material may be burned in the subdivision except in compliance with the fire regulations of the appropriate regulatory agency.

10. Live trees having a diameter of eight (8) inches or more measure one (1) foot above ground level, may not be removed without the prior written consent of the Board.

11. Neither barbed wire or chicken wire may be used in the subdivision. No fences constructed of any material are allowed in the subdivision. The construction of any dog run must be approved by the Board.

12. No dwellings, other than permanent, will be allowed in the subdivision. This includes modular homes which can be moved, mobile homes, motor homes and travel trailers.

13. No windmills or windchargers will be erected on any lot in the subdivision. The placement of all television satellite dishes and solar systems in the subdivision must be approved by the Board.

14. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

15. No laundry upon or above any lot shall be permitted to be visible from any adjoining lot or street in the subdivision.

16. No garbage, refuse, trash or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage or trash containers, oil tanks, gas tanks and other facilities must be placed in areas so that they shall not be visible from any adjoining lot, street or waterway. Garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary landfill or by arrangement with a garbage removal service.

17. No animal or fowl of any description shall be raised, housed or kept on any lot, except that dogs, cats or other household pets that are of such a nature as to not interfere with the safety and comfort of adjoining lot owners may be kept on the lot provided that they are not bred or maintained thereon for any commercial purpose.

18. No outdoor type toilet shall be erected or maintained in the subdivision, except by prior approval by the Board as outdoor portable toilets may be on the premises during the actual period of construction as may be required by state and/or federal law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations, provided however, that if a sewer line is laid on any street, easement or public way on which a lot abuts, it shall be incumbent upon the then lot owner to establish connection with said sewer system without delay, and thereafter to make use of the same to the exclusion of any other sewage disposal system.

19. All principal dwelling houses, exclusive of garage, carport, patios, terraces and porches, shall be constructed or maintained with a heated area of no less than 1200 square feet. Dwellings of less than 1200 square feet which were constructed prior to January 1, 1993 will be allowed to stand.

20. Parking for three (3) standard size American automobiles must be provided on each lot by the property owner. These parking spaces must be utilized instead of on-street parking.

21. No signs of any character shall be permitted to be placed or maintained on any lot except a sign no larger than 96 square inches setting forth the name of the owner or occupant of said lot. All other signs are prohibited on any lot without prior written approval of the Board.

22. In the event the owner of any lot in the subdivision shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board, the Board shall have the right to enter upon such lot and to repair, maintain, rehabilitate and restore the premises and the exterior of any improvements situated thereon and the cost thereof shall be charged against the owner of said lot by notice to the lot owner by regular mail addressed to his last address as shown by the Association and if the sum is not paid within thirty (30) days after such notice has been mailed, the amount due shall be and become a lien on the said lot. If said lien is not satisfied, it shall be foreclosed in the manner provided by the law of the State of New Mexico for the foreclosure of materialman's lien. The Board shall have the right to discontinue water service to said lot until full restitution of all expenses has been made.

23. The Association reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, sewer lines, both storm and sanitation, gas lines and for all other utilities, both public and private, with the right to assign such easements. The easements herein reserved shall consist of a ten (10) foot strip of land along the rear lot line and a five (5) foot strip of land along each side line of each lot, thus reserving in the name of the Association an easement of twenty (20) feet along the rear lot line and ten (10) feet along the side lot lines when two (2) abutting lots are considered.

24. The Association will charge each lot owner in the subdivision an annual stand-by water fee to be determined by the Board. The Association may install a water meter at its discretion, and the cost of such meter and the installation thereof will be the responsibility of the lot owner. If such meter is installed, a minimum monthly rate will be established and a water rate based on consumption will be established. Water may be used for normal household purposes and not for irrigation. The minimum charge for water will be made whether or not any water is actually used by the lot owner. Liens and penalties may be filed against lot owners for non-payment of water assessments.

25. If at some future date the Association should install a sanitary sewer system, each lot owner would be required to connect to said system upon construction of a dwelling. The

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hook-up to the sewage system would be at the expense of the lot owner and a reasonable monthly or annual charge would be made to cover the expense of the sewage service.

26. The Board reserves the right to control the number and type of vehicles in the subdivision or as to promote the best interests of the lot owners. The owners of any motorized vehicle which causes or emits excessive pollutants including but not limited to noise and particulate matter, may be required by the Board to modify or repair such vehicle to meet the standards required by the Board. Failure of the owner to do so shall be considered a breach of these covenants.

27. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them, their heirs, successors and assigns. All lot owners also agree to be bound by the Articles of Incorporation and By-Laws of the Ponderosa Pines Property Owners Association, Inc.

28. The Board expressly reserves the right to make any reasonable and necessary changes in these restrictive covenants to benefit the lot owners. However, there shall be no changes made without the formal approval of no less than two-thirds (2/3) of the lot owners, such vote to be taken no sooner than fifteen (15) days after 100 percent (100%) of all lot owners have been fully informed in writing of any such proposed changes. The Board shall have the duty and responsibility to prepare and send copies of such proposed changes to all lot owners by mail addressed to their address as shown on the records of the Ponderosa Pines Property Owners Association. Voting on any proposed change(s) may be by mail.

29. All of the restrictive covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned shall violate any of such restrictive covenants, then it shall be lawful for any other person or persons owning land within said boundaries to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, firm, trust company, association, corporation or other entity of whatsoever nature.

30. Invalidation of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Witness its hand and seal this 22nd day of June, 1993.

Ponderosa Pines Property Owners Association

Attest:
/s/ Jack C. Hixon
Secretary

By /s/ Albert Lake, Jr.
President

State of New Mexico
County of Dona Ana

The foregoing instrument was acknowledged before me this 22nd day of June, 1993, by Albert Lake, Jr. President of Ponderosa Pines Property Owners Association a New Mexico corporation, on behalf of said corporation.

My commission expires: 1/24/96

Margie H. Blackmon
Notary Public

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 25th day of June, 1993, at 1:20 O'clock P. M. and duly recorded in Book 792 Page 1 of the Records of said county. Mary D. Quintana Deputy
County Clerk

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