

LANGLEY

DECLARATION OF RESTRICTIVE COVENANTS FOR
LOTS 176, 177, 189, 190 AND 197 OF THE MORENO VALLEY LAND, THIRD SUBDIVISION
COLFAX COUNTY, NEW MEXICO

THIS DECLARATION, made this 27th day of March, 1981, by THE ANGEL
FIRE CORPORATION, a New Mexico Corporation, being the owner in fee and herein
referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth
and described as lots 176, 177, 189, 190 and 197 of The Moreno Valley Land,
Third Subdivision, a subdivision of Colfax County, New Mexico, the plat of which
was recorded and filed September 31, 1917 in the Records of Colfax County, New
Mexico; and

*County Records
Book 98
161, 162, 163, 164,
165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200*

WHEREAS, Declarant is about to sell and convey said lots and before
doing so desires to subject them to and impose upon them mutual and beneficial
restrictions, covenants, conditions and charges, hereinafter collectively re-
ferred to as "Restrictions", under a general plan or scheme of improvement for
the benefit and complement of all said lots in the Subdivision; and

WHEREAS, the Grantee of said lots may desire to subdivide the same by
means of one or more plats, subdividing the above mentioned lots 176, 177, 189
and 190 into parcels of five (5) acres each more or less, and lot 197 into par-
cels of two (2) acres each more or less, the approval of such platting being
hereby granted;

NOW, THEREFORE, Declarant hereby declares that all of said lots are
held and shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied and improved subject to the following Restrictions, all of which
are declared and agreed to be in furtherance of a plan for the subdivision, im-
provement and sale of said lots and are established and agreed upon for the pur-
pose of enhancing and protecting their value, desirability and attractiveness.

All of the Restrictions shall run with the land and shall be binding
upon Declarant and upon all parties having or acquiring any right, title or
interest in and to the real property or any part of parts thereof subject to
such Restrictions.

1. APPLICABILITY

These Restrictions shall apply to the above described lots only and are
specifically excluded from application to other lands included in the plat of
Moreno Valley Land Third Subdivision.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist
and be binding upon all parties and all persons claiming under them until Jan-
uary 1, 2002, after which time the same shall be extended for successive periods

of ten (10) years each, unless an instrument, signed by a majority of the then owners of lots subject thereto, has been recorded agreeing to change the covenants in whole or in part.

B. Declarant reserves to itself the right to vacate any or all of the roads, and/or easements and rights of way therefor which are shown on the recorded plats.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all or said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, to the owner of each such lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. ENVIRONMENTAL AND ARCHITECTURAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of the real property, and the proposed location thereof, the construction material, the roofs and exterior color schemes, any later changes or additions thereto shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental and Architectural Control Committee (hereinafter called "Committee") as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be decided by majority vote of those owning, or under contract to purchase, any subdivided parcel of the subject real property. The initial appointments are: Mr. and Mrs. Dale Langley and Robert Bright. Committee members shall be subject to removal and any vacancies from time to time existing shall be filled by said majority vote.

C. There shall be submitted to the Committee, a building application on forms approved by Declarant together with One (1) set of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any parcel unless and until the final plans elevations, and specification therefore has received written approval as herein provided. A reasonable fee may be required to defray Committee expense.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. The Committee shall advise the applicant the reason for the disapproval and suggest changes.

E. Neither the Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the authority to set up regulations as to the height and size requirement for all types of buildings and structures, including fences and walls.

5. OWNERSHIP, USE AND ENJOYMENT OF PARKS AND RECREATIONAL AMENITIES

Any common areas designed as private upon a newly platted area shall be available to the owners of parcels therein and their guests and neither the recording of a plat, nor any other act with respect to a plat, shall be construed as a dedication to the public, unless so designated on such plat.

6. LAND USE AND IMPROVEMENTS

A. Uses Permitted:

- (1) One single-family dwelling per lot.
- (2) Use, building and structures customarily incidental to single-family dwellings.

B. Minimum Lot Size:

No newly subdivided lot shall be divided into smaller lots or parcels.

C. Set-Back Requirements:

- (1) Front yard - No building or structure shall be located within twenty-five (25) feet of the front property line.
- (2) Rear yard - No building or structure shall be located within twenty (20) feet of the rear property line. In no event shall any building or structure be located less than fifty (50) feet from the high-water line on any lot contiguous to a stream, or wash.
- (3) Side yard - There shall be a side yard set-back of not less than seven and one half ($7\frac{1}{2}$) feet from the side property lines to the nearest building or structure, and on corner lots, the set-back on the street side shall be not less than ten (10) feet, or ten (10) percent of the lot width at its widest point, whichever is greater. No eave or overhang of any roof shall be closer than three and one half ($3\frac{1}{2}$) feet from any side lot line.

D. Minimum Living Area:

- (1) No dwelling shall be constructed on any lot in the Subdivision having less than the following minimum square footage of living space exclusive of porches, garages, carports, breezeways or other appurtenances.:
 - a. One-story houses shall have a minimum of 1,200 square feet of living space.

b. Multiple-story houses shall have a minimum of 1,000 square feet of living space on the main or ground floor.

E. Lot Coverage:

No building or structure shall be constructed on any lot which covers more than Ten (10) percent of the total area of the lot.

F. Height:

All buildings and structures will be limited to a maximum height of thirty-five (35) feet.

7. GENERAL RESTRICTIONS

A. Laundry drying yards shall be screened from view from the streets, neighbors and common areas.

B. Outdoor lighting shall be controlled so that it is not offensive. Unusual lighting that may create a nuisance to another is prohibited.

C. Garbage cans and trash areas on lots shall be concealed from view from the streets, neighbors and common areas.

D. Signs. Except as otherwise provided, no sign in excess of one and one half (1½) square feet in area shall be permitted on a purchased lot. Only one real estate sign for resale or otherwise may be displayed on a purchased lot. Nothing in this provision restricts placing signs for sale, construction, safety, or otherwise, prior to the full sale of all lots in the Subdivision. The Committee may waive this requirement where in its opinion the public health or safety is concerned.

E. No owner of a lot nor any other person shall be permitted to store wrecked vehicles (automobiles or trucks) on a lot or on any street.

F. Temporary construction toilets may be approved by the Committee. No permanent outside toilets are permitted. Permanent toilets and all other plumbing for waste are to be connected by the individual lot owner to a septic tank approved by the State of New Mexico.

G. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. Small outbuildings approved by the Committee may be placed for permanent use.

H. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within eighteen (18) months from commencement.

I. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

J. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material.

K. A reasonable number of animals or livestock for private, non commercial use, and a reasonable number of usual household pets, may be kept on any lot, subject to moderation by the Committee.

L. Every tank for the storage of fuel installed outside any building shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or common area.

M. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by unattractive growth on such lot or the accumulation of rubbish or debris thereon.

N. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

O. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on any of the common areas.

8. VARIANCES-

The Committee may allow reasonable variances and adjustment of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision.

9. REMEDIES

A. The Committee or any party to whose benefit these Restrictions inure, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither the Committee, nor the Declarant shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth above with respect to a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence of continuation of said violation or the occurrence of a different violation.

C. Provided, however, that any breach of these Restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value, but all of these Restrictions shall be binding upon any owner whose title is acquired by foreclosure or otherwise.

10. GRANTEE'S ACCEPTANCE

The Grantee of any lot subject to the coverage of these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the Committee and the Declarant and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with the Committee, the Declarant and to and with the grantees and subsequent owners of each of the lots to keep, observe, comply with and perform said Restrictions and agreements.

11. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of any from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, that holding shall be without effect upon the validity or enforceability, of any other one of the Restrictions.

IN WITNESS WHEREOF, the Angel Fire Corporation has executed this Declaration on the day and year first above written.

THE ANGEL FIRE CORPORATION

Charles Horne
Charles Horne, President

Recorded March , 1981, in Book , Instrument Colfax County, State of New Mexico

STATE OF New Mexico SS
COUNTY OF Colfax

The foregoing instrument was acknowledged before me this 31st day of March A.D. 1981 by Charles Horne,

My Commission expires 8-29-84, 19__.

Witness my hand and official seal.

[Signature]
Notary Public