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*1081 Boling Lane*

RESTRICTIVE COVENANTS AND  
MUTUAL RECIPROCAL COVENANTS AND EASEMENTS  
FOR 168.500 ACRE TRACT

We, Lelia Jane Collins, Frances Wirth Russell, Hope Barbour, Betty Sibley, George R. Quesenberry, Jr., Bill D. Boling and Sharon G. Boling, husband and wife, Robert F. Myers, V.M. Horsley, L. E. Reckard and Jona Beckard, husband and wife, Gary E. Woodward and Dana K. Woodward, husband and wife, John R. Curry and Karen H. Curry, husband and wife, Charles R. Sparks and Kerry L. Sparks, husband and wife, James R. Hoover and Annette J. Hoover, husband and wife, Jerome W. Dodson, a single man, and John F. Dickinson and Margaret F. Dickinson, husband and wife, owners of parcels of land within the 168.500 acre tract described in Exhibit A attached hereto and incorporated herein by reference, do hereby covenant and agree the following Restrictive Covenants and Easements shall benefit, be a burden upon, touch and concern and run with each and every parcel and part of the land described in Exhibit A in which we have a legal and/or equitable interest.

1. Purpose. The purpose of these covenants is to insure the use of the property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his property, with no greater restriction on free and undisturbed use of his lot than is necessary to insure the

same advantages to the other lot owners; and to allow only that use which is consistent with these covenants. Deeds of conveyance of said property, or any part thereof, may contain these covenants, conditions and restrictions by reference to this document, but whether or not such reference is made in such deed, or any part thereof, each and all of such covenants, conditions and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

2. Term. These Covenants are to run with the land and shall be binding upon all parties and persons claiming within under them for a period of 25 years from the date these Covenants are recorded; after which time these Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by all of the owners of the lots with the property has been recorded agreeing to change these Covenants in whole or in part.

3. Enforcement. All persons who now own or who may in the future own property within the subdivision are specifically given the right to enforce these Covenants, through any proceedings at law or in equity, against any person or persons, firms or corporations who violate or who threaten to violate such Covenants, and all such persons are specifically given the right to recover any damages, including reasonable attorney's fees, suffered by them from any violation thereof. Proof of violation shall constitute an un rebuttable presumption of not less than \$1.00 damages.



4. Severability. Invalidation of any one of these Covenants by judgment, Court Order or Administrative Determination shall not affect any of the other provisions, which at all times shall remain in full force and effect.

5. Land Use and Building Type.

a. All tracts shall be used for residential purposes only. No structure shall be erected, altered or permitted to remain on any lot or any part thereof, other than one single family dwelling not to exceed one story in height, and a private garage, and other customary appurtenances to private dwellings. Should a lot owner desire to build a split-level dwelling, he may submit to the Architectural Committee plans for such dwelling and in the sole discretion of the Committee, they may approve the plan if it does not interfere with the architectural scheme of the area or interfere with the view of other lot owners.

b. No buildings or structure shall be erected or altered on any lot unless the same is done in good and workmanlike manner and such building or structure shall be maintained neat in outward appearance. Exterior walls of the main dwelling, maids quarters, garage and house storage buildings shall be constructed of new masonry, adobe, stucco, frame or brick veneer, and all exposed wood surfaces shall be stained or painted with at least two coats of good quality material, and these structures shall conform in exterior design with the main residence. The roof of the main dwelling shall be surfaced with new tile, gravel, or

shingles, or other permanent type construction material, but no tin or corrugated metal roof shall be permitted with regard to these buildings, except that in conjunction with a solar system, anodized steel with color pigments that are impregnated into the steel may be used.

c. No building, including covered porches, attached garage, or attached carport, shall be located on any tract nearer than 40 feet from the front and 10 feet from the side property lines of the tract. Detached garages, servant's quarters, and any other outbuilding may not be located nearer than 10 feet of the rear lot line. No outbuilding of any kind shall be constructed between the main residence and the front lot line on any tract of one acre or less. No building of any kind shall be erected over, on, or across any easement reserved for a ditch or drainage purposes as shown on the recorded map, or as may be shown of record.

d. Main residences, exclusive of garages, open porches, carports or outbuildings shall contain not less than 1,500 square feet of area. If the residence is to be a split-level structure, at least 1,000 square feet of the 1,500 square feet will be committed to the ground floor.

e. No outside privy shall be placed upon any tract. All household sewage disposal systems shall be constructed and maintained according to New Mexico Environmental Improvement Agency specifications and regulations.



f. No excavation shall be made of said property for the purpose of obtaining sand, rock, clay, dirt or gravel, whether for profit or otherwise.

g. No structure, house or building of any nature whatsoever shall be moved from another location to any residential lot or plot without the written consent of the Architectural Control Committee.

h. No tent, shack, trailers, mobile homes, or the like shall be placed, erected, or permitted to remain on any tract, nor shall any structure of a temporary character be used at any time, except as approved by the Architectural Committee.

i. A grading plan showing finished elevations or areas to be graded, paved areas, building sites, retention or detention areas, retaining walls and other structures has been approved by the City of Las Cruces. No grading, land filling, excavating or other alteration will be done except pursuant to the approved plan or revision approved by the City of Las Cruces.

6. No Nuisance and/or No Unsightly Nuisances.

a. No tract shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers with tight fitting lids. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All refuse shall be disposed of or hauled away at least once a week to an officially designated dump site.

b. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area.

7. Animals. No swine, sheep, chickens, horses or poultry shall be kept on property consisting of one acre or less. In regard to tracts consisting of more than one acre, horses ONLY will be permitted for non-commercial purposes; provided, any stalls or barns are constructed of steel and blocks and that the corrals are constructed either of pipe or if wooden, the corrals are to be completely painted. All corrals and stalls are to be cleaned periodically and fly-control measures used adequately to maintain the area in a sanitary and reasonably fly-free condition.

8. Maintenance of Lots.

a. If more than one motorboat, houseboat, or similar water borne vehicle and more than one travel trailer is maintained, stored or kept on any tract, then the additional boats or trailers must be housed completely within a structure that conforms to Paragraph 5 hereof.

b. Owners agree to maintain the premises in a reasonably clean condition and to keep said premises free of litter, junk or other objects of unsightly nature.

c. Owners agree not to maintain the property in such a way as to constitute a public nuisance, either by odor or unsightliness.



9. Easements. Easements for installation and maintenance of utilities, ditches and drainage facilities are reserved over each and every tract. Ditches for irrigation and drainage where installed on easements shall be maintained in good repair and condition by the adjoining owners at the established elevation and grade. Such ditches are to be kept free of weeds and other obstructions at all times.

10. Architectural Approval. No construction, remodeling or improvements of any structure of any kind, including, but not limited to, buildings, walls, fences, sidewalks and driveways, shall be erected or allowed to remain on any lot within the property, unless the plot, house, floor and construction plans and elevation, and all other building plans shall have first been reviewed and approved by the Architectural Review Committee, as hereinafter provided. Such plans shall be reviewed and approved to accomplish the purposes of these Covenants and to consider the harmony of exterior design with existing or proposed structures. The Architectural Review Committee may require the construction of fences or other structures of specified design so as to maintain harmony of design within the property. Notwithstanding anything herein to the contrary, approval of the Architectural Review Committee shall not waive or otherwise amend the responsibility of any owner or contractor to satisfy all federal, state and local building requirements, including building codes.

11. Architectural Review Committee. The Architectural Review Committee is composed of four members. Members may be removed and replaced by vote of the majority of the homeowners; said vote shall be by cumulative voting. In the event of death or resignation of a member, the remaining members shall appoint a successor. Each owner shall have one vote for each lot owned. In the event said Committee fails to approve or disapprove a design and/or location plan within ten days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed having been fully complied with.

12. Nonliability. Neither the original owner, the Architectural Review Committee or their representative shall incur liability to anyone submitting plans for approval, or to any owner or owners of land subject to the covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by the submitting of such plans, and any by acquiring title to any of the property covered hereby, waives his claim for any such damages.

13. No Subdivision of Land Resulting in Lots of Less than One Acre. No owner of any lot within the property shall ever be authorized or entitled to subdivide his or her lot if such subdivision shall result in one or more lots of



less than one acre. It is the clear intent of the declarants to subdivide the property into one-acre single-family residential lots. Those lots presently consisting of less than one acre are accepted as they are and "grandfathered" in as pre-existing non-conforming lots.

14. Signs. No signs of any kind shall be displayed to the public view on any residential lot except one sign of not more than four square feet in area advertising the property for sale or rent, or signs used by Declarant or builders to advertise the property during the construction period.

15. Fences and Boundaries. No fence or garden walls, temporary or permanent, shall be built at a height greater than 60 inches.

16. Breach of Covenants. It is further stipulated that breach of any of the foregoing conditions and covenants within thirty years from the date hereof shall not affect any mortgage or other lien which in good faith may be existing at the time upon said property or any improvements thereon.

17. Time. All residential buildings must be started within twenty-four (24) months of the date of sale to the original landowner purchasing from or other successors or assigns and all residential buildings must be completed within twelve (12) months after commencement thereof. Nothing herein shall prohibit any additions or alterations to residential buildings so long as such are approved by the

Architectural Committee before such alteration or addition is begun.

18. Name. The area benefitted and burdened by these restrictive covenants shall be known as the 168.500 acre tract.

19. Amendments. The restrictions on any lot and/or portion of a lot may be removed only by written consent, duly acknowledged and recorded by the unanimous written consent, duly acknowledged and recorded, of all the other owners of lots in the 158.500 acre tract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_ day of August, 1986.

Felicia Jane Collins  
 Felicia Jane Collins  
 By George R. Quisenberry, Attorney-in-fact

Frances Ann Th Russell  
 Frances Ann Th Russell  
 By George R. Quisenberry, Attorney-in-fact

Hope Barbour  
 Hope Barbour  
 By George R. Quisenberry, Attorney-in-fact

Betty Sibley  
 Betty Sibley  
 By George R. Quisenberry, Attorney-in-fact

George R. Quisenberry, Jr.  
 George R. Quisenberry, Jr.

Bill D. Bolling  
 Bill D. Bolling

Sharon G. Bolling  
 Sharon G. Bolling

Robert F. Meyers  
 Robert F. Meyers

V. M. Horsley  
 V. M. Horsley



**SUPPLEMENTAL RESTRICTIVE COVENANTS  
FOR LINDA VISTA ESTATES**

WHEREAS Linda Vista Development, LLC (hereinafter referred to as the "Declarant") has caused certain real property described in Exhibit A, located in Dona Ana County, New Mexico, which is a portion of the 168.5 acres tract described in Exhibit B, to be surveyed, sub-divided and plated into lots as shown on the Sketch Plat of Linda Vista Estates attached as Exhibit C;

NOW THEREFORE, the Declarant, does hereby declare and acknowledge that all of the lands included within said Linda Vista Estates Sub-Division shall hereafter be subject to the following additional covenants, conditions and restrictions (in addition to the Restrictive Covenants and mutual reciprocal covenants and easements for the 168.5 acres tract filed on April 20, 1987 with Dona Ana County Clerk, Book 415, Page 478).

**ARTICLE I**

**PURPOSE OF SUPPLEMENTAL COVENANTS**

It is the intention of the Declarant that Linda Vista Estates be developed and maintained as a highly desirable residential area with exclusive one acre lots providing stunning views of the Organ Mountains and the Mesilla Valley. It is the intention of these supplemental covenants that both the beauty of desert mesas and man-made construction of infrastructure and single-family homes create a harmonious ambience for the residents. It is the Declarant's primary intent to preserve the stunning views for the privacy and enjoyment of every resident from every lot insofar as it is practical.

**ARTICLE II  
RESTRICTIONS**

The following additional restrictions (in addition to the Restrictive covenants for the 168.5 acres tract) shall apply to residents of Linda Vista Estates. The restrictions and covenants stipulated for the 168.5 acres tract referenced above, shall remain in full force except as specifically modified below:

1. No construction of any kind on any of the lots within Linda Vista Estates may be undertaken without prior review and written approval of the Architectural Review Committee (ARC). For the purpose of this review, the lot owner shall submit a set of detailed architectural drawings and specifications issued for construction to the ARC. The ARC will provide its review comments and/or concurrence for the said construction drawings within ten (10) calendar days from the date of the submittal.
2. Main residences exclusive of garages, open porches, carports, or outbuildings shall contain not less than 1800 square feet of area unless otherwise expressly approved



- by the ARC. If the residence is to be a split-level structure, at least 1200 square feet of the residence will be committed to the ground floor. The Declarant intends to create harmony and compatibility with the ambience of the west mesa desert setting, in keeping with this intent, architecture of the homes in Linda Vista Estates will be southwestern or Mediterranean style preferably using flat or tile roof. *Shingle roofs will not be permitted in the Linda Vista Estates.* Each home will have as a minimum two-car attached garage. Garden or fence walls shall only be constructed of masonry or rock, no other type of fencing is permitted in Linda Vista Estates. Exceptions to these design features may be granted by the ARC.
3. Native trees and shrubs contribute to the natural beauty and ecology of the area, this natural vegetation is to be retained and left undisturbed where possible. Therefore, clearing of any lot will not be allowed beyond the building pad, except for the driveway, close-in patio, garden, pool, and yard areas that extend only a reasonable distance from the building pad. The ARC shall be the sole arbiter to determine the reasonableness of lot clearing.
  4. *Homes shall only be constructed within the designated pad areas shown on the final plat.* The pads were identified on each lot keeping in mind the site topography and preservation of views from each home site.
  5. It is the specific responsibility of the Owner of each lot to landscape and otherwise manage the terrain of his lot to prevent the entry of damaging runoff on to neighboring properties or the right of way. Any soil or debris escaping from a lot on to right-of-way shall be promptly cleaned up by the owner of the lot from which the soil or debris escaped. In case of a question regarding the responsible party, the ARC shall be the sole arbiter to determine the party responsible for clean-up.
  6. Type of trees that may grow to heights that obstruct the views of the Valley and the Organ Mountains from adjacent lots shall not be planted by the lot owner. The ARC at its sole discretion may require that the lot owner remove such planting at his cost.
  7. Satellite dishes, Audio/Video antennas, Ham Radio antennas, wireless Internet antennas shall not be installed within the front yard (the street side yard). No satellite dishes more than 3 feet in diameter or mounted on a pole more than 2.5 feet in height shall be allowed anywhere in the Linda Vista sub-division. Every home will be equipped with a conduit for conveying the satellite dish or antenna signal into the house and the dish or antenna will be mounted in the least obtrusive location, preferably at the back side of the house.
  8. Use of All Terrain Vehicles (ATV) and other off road vehicles, operation of which produces excessive noise, thereby disturbing the peace and quiet of the residents of Linda Vista Estates, are prohibited.
  9. Use of high intensity yard and driveway lighting with glare, that is obtrusive to the ambience of the area, is prohibited.
  10. The Declarant prefers that air conditioning and ventilation equipment not be mounted on roofs. Only under special situations where technical feasibility requires the air conditioning and ventilation unit to be roof mounted, and it is so



- demonstrated by the home builder, the ARC may permit installation of air conditioning/ventilation equipment on the roof provided however, the equipment is located in a manner to be least obtrusive to the environment within a high quality residential neighborhood and it is appropriately screened with materials that are compatible with the house.
11. The keeping of ordinary household pets shall be permitted in the Linda Vista Estates. When off the Owner's property, such pets must be kept on a leash and shall not be permitted to run at large. In addition dogs shall not be permitted to bark outside to the extent that it becomes annoying to other residents of Linda Vista Estates.
  12. *The keeping of horses on any lot of Linda Vista Estates is prohibited. Accordingly, no barns or horse corrals may be constructed upon the property.* Horse boarding facility is available in the vicinity of Linda Vista Estates which can be used for boarding horses.
  13. For recreation and enjoyment of the residents of Linda Vista Estates easements for bridal trails have been designated on the plat. These bridal trail easements shall be kept clear of any fences, walls, large trees, landscaping and any such obstructions that may hinder the access of the trails by residents for walking, jogging or horseback riding. If any obstructions are installed by the lot owner such obstructions shall be immediately cleared at the expense of the lot owner. The respective lot owner upon which such bridal easements and trails exist shall be solely responsible for maintenance of the trail in a condition that the trail was originally constructed and delivered to the lot owner by the Declarant. The ARC shall be the sole arbiter to determine if any maintenance is needed to the trail and if any obstructions installed in contradiction to these covenants need to be removed by the lot owner.
  14. To enhance and preserve the aesthetics of the development the Declarant will install monument signs and create landscapes commensurate with the ambience of the area. A nominal monthly fee of five dollars (\$5) will be added to the water bill by the West Mesa Water Company for all the residents of Linda Vista Estates. This monthly fee shall be exclusive of water service and water use charges typically levied by the West Mesa Water Company. Funds collected in this manner shall be used expressly for the maintenance of monument signs and landscaped areas created at the entrance to Linda Vista Estates, well houses, water tanks, booster stations and other similar facilities used for public service.
  15. These supplemental covenants may only be modified if at least sixty seven (67%) percent of the residents of Linda Vista Estates concur with such modification.