

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
THE SPANISH RIDGE ESTATES SUBDIVISION

WHEREAS, Bright View Land Company (hereinafter referred to as the "Declarant"), has caused certain real property in Doña Ana County, New Mexico, described on Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into lots as shown on the plat of the Spanish Ridge Estates Subdivision, which plat has been filed for record in the real property records of Doña Ana County, New Mexico, the 14th day of January, 1999, in Plat Record Book 19, pages 223-224;

NOW, THEREFORE, the Declarant, the owner of all of the lands included within the Spanish Ridge Estates Subdivision as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Subdivision area shall hereafter be subject to all of the following covenants, conditions, and restrictions.

ARTICLE I
PURPOSE OF COVENANTS

1. General Requirements. It is the intention of the Declarant, expressed by its execution of this instrument, that the lands within the Spanish Ridge Estates Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these

covenants that both the natural and the man-made beauty of the Spanish Ridge Estates Subdivision shall always be protected and preserved insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the privacy and views of each home site in the Subdivision shall be protected insofar as is possible.

ARTICLE II

DEFINITIONS

1. Lot shall mean and refer to any of the 13 individually numbered lots shown on the recorded plat of the Spanish Ridge Estates Subdivision.
2. Subdivision shall mean and refer to the Spanish Ridge Estates Subdivision.
3. Drainage Easements shall mean and refer to any of the easements shown on the recorded Spanish Ridge Estates Subdivision plat that exist for the mutual benefit of the property owners in the Subdivision for the purpose of channeling and ponding storm run-off.
4. Entry Signage Easement shall mean and refer to the area set aside by means of an easement for a sign and related landscaping and lighting at the entrance to the Subdivision.
5. Right-of-Way shall mean and refer to the unpaved portion of any road right-of-way that has been dedicated to Doña Ana County.
6. Committee shall mean and refer to the Design Control Committee of the Spanish Ridge Estates Subdivision.

ARTICLE III

THE SPANISH RIDGE ESTATES NEIGHBORHOOD COUNCIL

1. Membership in the Spanish Ridge Estates Neighborhood Council. All persons who own or acquire any of the lands in the Spanish Ridge Estates Subdivision, by whatever means acquired, shall automatically become Members of the Spanish Ridge Estates Neighborhood Council in accordance with the Articles of Incorporation and the By-Laws of the

Council, and as the same may be duly amended from time to time and filed or recorded in the Doña Ana County records.

Until the conveyance by the Declarant of seventy-five percent of the total of residential Lots in the Subdivision, the responsibility to maintain and repair the Drainage Easements, the Entry Signage Easement, and the Right-of-Way of Barcelona Ridge Road contiguous with the Subdivision shall reside with the Declarant. Upon the conveyance by the Declarant of seventy-five percent of the total of residential Lots in the Subdivision, the responsibility to maintain and repair the Drainage Easements, the Entry Signage Easement, and the Right-of-Way of Barcelona Ridge Road contiguous with the Subdivision shall reside with the Spanish Ridge Estates Neighborhood Council, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Neighborhood Council and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Drainage Easements, the Entry Signage Easement, and the Right-of-Way of Barcelona Ridge Road contiguous with the Subdivision, as well as the levying of any assessments necessary for their maintenance and repair. The term "conveyance" as herein above used shall not be construed to include a conveyance by the Declarant to any corporation or partnership of which the Declarant or its stockholder(s) is the owner of at least a fifty-percent interest.

2. Membership. The Spanish Ridge Estates Neighborhood Council shall have two classes of membership: Class A -- Each of the Owners as defined in Paragraph 1 of this Article with the exception of the Declarant. Class B -- The Declarant.

Voting rights shall be in accordance with the following:

Class A Member. Class A members holding an interest in any one Lot shall collectively be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Member. The Class B member shall be entitled to six votes for each Lot in which it holds the interest required for membership by Paragraph 1 of this Article.

3. Covenant for Maintenance Assessments. The Declarant, for each Lot that it owns within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Spanish Ridge Estates Neighborhood Council annual assessments or charges. The assessments levied by the Council upon the Lots shall be used exclusively for the purpose of maintaining and repairing the Drainage Easements, the Entry Signage Easement, and the Right-of-Way of Barcelona Ridge Road referred to in Paragraph 1 of this Article and shall include but not be limited to the cost of labor, equipment, materials, and supervision necessary for the task.

4. Annual Assessments. Each Lot shall, as provided hereinafter and in the By-Laws of the Council, be subject to an annual assessment of a minimum of \$75.00 and a maximum of \$125.00. The Board of Directors of the Spanish Ridge Estates Neighborhood Council shall fix the annual assessment within said range as it deems necessary at its discretion. From and after January 1, 2004, the minimum or maximum annual assessment may be decreased or increased by up to twenty-five percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at a Council Meeting.

ARTICLE IV

DESIGN CONTROL

1. Design Guidelines. Design Controls for the Spanish Ridge Estates Subdivision are appended to, and are a part of, these Covenants, and the Design Controls shall be followed by all Owners of property within the Subdivision. In order to achieve a harmony of design within the Subdivision so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the design of all houses, alterations or additions, walls, fences, and landscaping within the Subdivision

shall be in accordance with the Design Controls for the Subdivision. The design of any house, alteration or addition, wall, fence, or landscaping within the Subdivision shall be submitted to and approved by the Design Control Committee prior to commencement of any construction, and the Committee shall follow the Design Controls in its reviewing process.

2. Appointment Duties. The Declarant shall appoint three persons to serve as the Design Control Committee for the Subdivision. The Design Control Committee shall have the duty and the power by the exercise of its best judgment to see that any proposed house, alteration or addition, wall, fence, or landscaping on any Lot conforms to and harmonizes with the design theme of existing structures and landscaping within the Subdivision and abides by the Design Controls. At any time after the Inaugural Council Meeting, the Declarant may, at its sole discretion, transfer to the Spanish Ridge Estates Neighborhood Council the responsibility to appoint the persons to serve as the Design Control Committee. Furthermore, if at any time the Declarant fails to appoint the persons to serve as the Design Control Committee, the Spanish Ridge Estates Neighborhood Council shall, upon one week's written notice to the Declarant, assume the authority to appoint the persons to serve as the Design Control Committee.

3. Approval of Plans for Construction. When a Lot Owner wishes to submit plans for a house, alterations or additions, walls, fences, or landscaping on a Lot within the Subdivision, the Owner or the Owner's architect or designer shall consult with the Design Control Committee as early as possible in the design process to ensure that the final plans shall abide by the Design Controls.

No construction of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, tennis courts, parking areas, fences, walls, garages, storage structures for any vehicle or boat, carports, driveways, antennae, flagpoles, curbs, and walks, shall be constructed or installed upon any lands within the Spanish Ridge Estates Subdivision, nor may any native vegetation be altered or destroyed nor any landscaping performed on any Lot, unless two complete sets of plans for such construction or landscaping are approved in

writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen days after complete plans for such work have been submitted to it and a signed receipt issued, then all such submitted plans shall be deemed to be approved. All submissions, approvals, and/or disapprovals shall be submitted in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee disapproves any plans, the Committee is required to state the reason(s) for disapproval. Upon resubmittal of plans, the Committee must respond within ten days.

Application to Doña Ana County for a Building Permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall disapprove any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

5. Design Control Committee Not Liable. The Design Control Committee shall not be liable for damages to any person(s) or company submitting any plans for approval, or to any Owner(s) of land within the Spanish Ridge Estates Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person(s) or company acquiring title to any property in the Spanish Ridge Estates Subdivision, or any person(s) or company submitting plans to the Design Control Committee for approval, by so doing, does agree and covenant that he/she/they/it will not bring any action or suit to recover damages against the Design Control Committee, its members as individuals, or its advisors, employees, or agents.

6. Written Record. The Design Control Committee shall keep and safeguard for at least four years complete permanent written records of all applications for approval (including one set of all plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

ARTICLE V

GENERAL RESTRICTIONS

1. Zoning Regulations. No lands within the Spanish Ridge Estates Subdivision shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations, validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming use.

2. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of the Spanish Ridge Estates Subdivision.

3. Model Homes/Offices. Notwithstanding other provisions in these Covenants, the Declarant and any approved builder may construct and occupy houses on any of the Lots and use the houses as model homes/offices.

4. Signs. With the exception of two "For Sale" signs (not to be larger than 36 x 36 inches) per Lot and the Entry Sign, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot in the Spanish Ridge Estates Subdivision. These restrictions regarding signs shall not apply to any model home/office in the Subdivision.

5. No Resubdivision. No residentially zoned Lot described on the recorded plat of the Spanish Ridge Estates Subdivision shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less that the full original dimensions as shown on the recorded plat of the Spanish Ridge Estates Subdivision, except that conveyances or dedications of utilities may be made for less than all of one Lot.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all weeds and trash from his/her/their/its Lot in the Spanish Ridge Estates Subdivision and shall not be allowed to burn weeds or trash thereon. In the event that weeds or trash accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the

Lot and charge the Owner up to \$150 per clean-up. If said charge is not paid within thirty days, the Design Control Committee has the authority to file a lien against any Lot that has failed to pay said charge.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the Subdivision, nor shall anything be permitted which shall constitute a public nuisance thereon.

8. Hunting. There shall be no hunting of any animals within the boundaries of the Spanish Ridge Estates Subdivision, nor shall there be the discharge of any firearms.

9. Maintenance in Public and Private Rights-of-Way. With the exception of the Right-of-Way of Barcelona Ridge Road contiguous with the Subdivision, which shall be maintained by the Spanish Ridge Estates Neighborhood Council, each Lot Owner shall be responsible for maintaining the unpaved portion of the public rights-of-way contiguous with the Owner's Lot. This area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, boulders, signs, or large trees or shrubs shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors of the Spanish Ridge Estates Neighborhood Council may, at its discretion, after giving the Owner thirty days written notice, have the area maintained. The cost of this maintenance may be charged to the Lot Owner as a special assessment against the property by the Spanish Ridge Estates Neighborhood Council.

10. Sidewalks. There shall be no sidewalks directly behind and paralleling any curb in the Spanish Ridge Estates Subdivision.

11. On-Street Parking. The combined area of the garage(s) and driveway of each residence in Spanish Ridge Estates shall be sufficient to accommodate at least four cars. There shall be no overnight on-street parking of any vehicle. Short-term (up to five-hour) on-street guest parking shall be allowed, but not on regular basis, and only if no other vehicle(s) is parked on the opposite side of the same street within 200 feet.

12. Animals. The keeping of ordinary household pets shall be permitted. When off the property owner's premises, such pets must be kept on a leash and shall not be permitted

to run at large. The Spanish Ridge Estates Neighborhood Council may enforce this provision by whatever means may be legally available to it.

13. No Garage Sales. There shall be no sales commonly known as garage sales anywhere in the Subdivision.

14. Club Membership. Upon actual occupancy of a Lot Owner's completed residence, the Owner is encouraged—but shall not be required—to join Picacho Hills Country Club and to maintain at least a social-level membership.

15. Easements Reserved. The Declarant hereby reserves to itself and to other applicable parties and its successors in interest perpetual easements as recorded on the final plat of the Spanish Ridge Estates Subdivision, for the Drainage Easements and the Entry Signage Easement, as well as constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, poles, ditches, and conduits. The Declarant may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plat of the Spanish Ridge Estates Subdivision to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plat and these Covenants.

ARTICLE VI

RESTRICTIONS ON RESIDENTIAL LOTS

1. Number of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential Lot other than one single-family dwelling house with attached garage and with whatever attached and semi-attached structures (such as a guest house, workshop, or recreational vehicle storage) are designed in keeping with the primary house design and are granted approval by the Design Control Committee.

2. Landscaping. No trees or bushes growing on any residential Lot shall be felled, nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any residential Lot unless such activity is approved in writing by the Design Control Committee.

3. Commercial Vehicles, Campers, or Trailers. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any street, road, or easement except while engaged in transport to or from a dwelling. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition, no car or pick-up truck shall be parked on any Lot except in a driveway or garage, and no disabled or junked vehicle or any kind shall be parked on any Lot except in a garage.

ARTICLE VII

ENFORCEMENT

1. Enforcement Actions. The Design Control Committee shall have the right to prosecute any action to enforce the provisions of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of lands within the Spanish Ridge Estates Subdivision. In addition, each Owner of a Lot within the Spanish Ridge Estates Subdivision, as well as the Spanish Ridge Estates Neighborhood Council, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. Any Owner of a Lot determined to be in violation of these Covenants by a court of appropriate jurisdiction agrees to pay the reasonable attorneys' fees incurred by the person or entity bringing such successful action.

ARTICLE VIII

GENERAL PROVISIONS

1. Covenants to Run. All of the Covenants contained in this instrument shall be a burden on the title to all of the lands in the Spanish Ridge Estates Subdivision, and the benefits thereof shall inure to all Lot Owners in the Spanish Ridge Estates Subdivision, and the benefits and burdens of all said Covenants shall run with the title to all of the lands in the Spanish Ridge Estates Subdivision.

2. Termination of Covenants. The Covenants contained in this instrument shall remain in full force and effect for thirty years after the date of execution of this instrument and shall thereafter automatically be renewed for successive ten-year periods without limitation. Except for the provisions dealing with the Design Controls, the annual assessments, and the maintenance and repair of the Drainage Easement, the Entry Sign, and the Right-of-Way of Barcelona Ridge Road contiguous with the Subdivision, all of which provisions shall not be altered, these Covenants may be amended by a vote of two-thirds of the votes cast by the Members of the Spanish Ridge Estates Neighborhood Council at annual or special meetings thereof, said vote to be cast at any meeting of the members duly held in accordance with the Articles of Incorporation and the By-Laws of the Neighborhood Council, provided a properly certified copy of the resolution of amendment be placed on record in Doña Ana County upon adoption.

3. Severability. Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Covenants.

4. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

