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I

STATE OF NEW MEXICO
County of Grant
I hereby certify that this inst
was filed for record on the ___
day of June, A.D., 19__
at 4:47 o'clock P. M., at
recorded in book 250 of the
of Miss.
at page 6420-2

Indian Hills Property Owners Association

Revised Protective Covenants

Indian Hills Subdivision Units 1, 2, 3 & 4

Witness my hand and seal of
Janet Vallegas
COUNTY CLERK GRANT CO

The undersigned representing a majority of the lot owners of Indian Hills Units 1, 2, 3, and 4 and Indian Hills Property Owners Association, Incorporated, a New Mexico non-profit corporation of that certain rural subdivision, in Grant County, New Mexico, known as Indian Hills Subdivision Units 1, 2, 3, and 4 according to the original survey and plat filed for record in the office of the County Clerk of Grant County, New Mexico do hereby covenant and agree that the following restrictive and protective covenants, which are for the purpose of protecting the value and desirability of the subdivision, shall be and become in full force and effect and binding upon the owners and their successors, assigns and grantees, all future purchasers and their heir, successors, and grantees of the lots above described.

1. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 2011, at which time said covenants shall be automatically extended for successive periods of fifteen (15) years, unless a majority of the owners change said covenants in part or in whole. It is required by these covenants that the covenants be given to prospective buyers of lots or homes in Indian Hills Subdivision Units 1, 2, 3, and 4 prior to purchase.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
3. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
4. All lots on the plat are to be maintained for a single family, on-site constructed residential dwelling use only. No lot may be resold except for on-site constructed, single family residential dwelling use, and this covenant shall be constructed as running concurrently with any transfer of title.
5. No lot shall be used except for single family residential purposes. No structure shall be erected, altered, placed, moved to, or permitted to remain on any residential building lot, other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars that is constructed on-site. No mobile home, modular home, pre-fabricated home, pre-built home, partially assembled home or other building wholly or substantially assembled off-site shall be erected, placed, moved to, or permitted to remain on any site-constructed residential building lot.

In Unit 1 the owners of Lots in Blocks 1 and 2 may erect multiple family dwellings of no more than four units in any one structure, each unit containing at least 1,000 square feet.

In Unit 3 the lots specified in this paragraph may not have two story homes. Lots: 302, 316, 319, 320, 324, 325, 326, 327, 328, 329, 371, 372, 373, 374, 375, 376, 380, 381, 382, 383, 384, 386, 387, 388, 390, 391, 426, 427, 428, 429, 438, and 439, two level homes may be built on these lots, but the higher level may not exceed four (4) feet above the lower level.

6. No building, fence, wall, or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications showing the nature, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. One of the goals of the Architectural Control Committee to maintain the pristine nature of the property as much as possible. Other than a driveway leading to the building site, there shall be no erecting of structures, cutting down of trees or terrain destruction of any unreasonable kind without the prior written approval of the Architectural Control Committee.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. It is the intention and purpose of the covenants to assure that all residential dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor areas of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand eight hundred (1,800) square feet of interior heated space for a one-story dwelling, nor less than two thousand four hundred (2,400) square feet of interior heated space for a dwelling of more than one story. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than twenty-five (25) feet. The side lot line setback will be fifteen (15) feet. The siting of all structures shall be accomplished with a minimum of clearing and/or grading of the existing environment to protect the visual integrity of the site. Access drives shall be designed to minimize grading by following the contours of the site as much as possible to achieve a more natural appearance and minimize road scarring.

8. Auxiliary structures including storage buildings and tool sheds shall not be located nearer than five (5) feet to the dwelling nor nearer than twenty-five (25) feet from the front lot line, and must be blended in the color of the residential dwelling.

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9. Easements for installation and maintenance of utilities are reserved as indicated on the recorded plat. No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. All the laws and regulations of the State of New Mexico and Grant County shall govern the construction of all utility structures and utility lines.

11. No exterior floodlights or lamps shall be located more than fifteen (15) feet above the existing ground. All exterior floodlights and lamps shall be adequately shielded so that the lighting does not adversely affect other lots.

12. No noxious or unreasonable offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Car or truck bodies may not be stored on any lot. Repair of vehicles must be done in the garage or a fenced area that cannot be viewed by others.

13. No washing machine, refrigerator, freezer, stove, machinery, junked vehicle, nor any tools or other objects which can be construed as detracting from the appearance of the lot shall be exposed.

14. No structure of a temporary character, trailers, campers, motor homes, recreational vehicles, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. No outdoor toilet facilities are permitted within the subdivision.

16. All clothes lines shall be maintained on the rear of the lot.

17. No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, one sign of not more than seven square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

18. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick, drilling rig, or other structure designed for used in boring for oil, natural gas, or minerals shall be erected, maintained or permitted upon any lot.

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19. No animals, live stock, horses, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs must be kept on a leash or enclosed in the yard.

20. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21. No brush, trash or other materials shall be burned, except in compliance with applicable fire regulations.

22. Individual sewage disposal system shall be permitted on any lot but such systems must be designed, located, and constructed in accordance with the requirements, standards, and recommendations of the New Mexico Environmental Inspection Department. Approval of such systems as installed shall be obtained from such authority. The sewage disposal system shall be of the two tank type; and the lot owner shall provide adequate guarantees that such system will be installed, operated, and maintained in accordance with the plan approved by the New Mexico Environmental Inspection Department.

23. No fence, wall, hedge, or shrub planting which obstructs sight three (3) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight section of a street property line shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

24. No fences or hedges shall be permitted higher than three (3) feet across the front of any lot nor higher than three (3) feet on either of the side lot lines on the front twenty (20) feet of any lot; no fences or hedges shall be permitted on the rear of any lot higher than six (6) feet. Lot perimeter fences or walls are not permitted.

25. Fence materials shall be of brick, wood, concrete block, stone masonry, and steel post and steel chain link with steel posts or combination of these materials. Poly strips are permissible within the chain links. The use of any other materials is prohibited unless permission in writing is first obtained from other property owners. Wire fencing and steel chain link with steel posts and gates of matching materials will be permitted. All fencing shall be installed to professional standards.

26. Recreation vehicles may be stored, if it is placed in such a manner that it is not detrimental to the appearance or views of the property, or surrounding properties and is not maintained as a living unit.

27. No retail business, nor childcare business, nursing home, half-way house, trade, animal breeding of any kind shall be conducted upon the lot.

28. None of the lots shall be divided or re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat above, except for public utilities and Unit 3 Lot 439, may be divided into tracts no smaller than three-quarters of an acre and must meet New Mexico Environmental Inspection Department and Grant County standards.

29. In Unit 4, tracts 122 through 129 are for multi-family dwellings (R-2) and single family dwellings (R-1). These tracts may not be re-subdivided. Tract 122 may have no more than fifteen (15) units; tract 125 may have no more than twelve (12) units and the remaining tracts may have no more than eight (8) units.

Tracts 131 through 134, 157 through 163 are for multi-family dwellings designated as (R-2). A maximum of twenty-five (25) units per acre are permitted. Any portion of an acre will carry the same ratio of apartments per acre. These tracts may be re-subdivided.

Tracts 135 and 140 are zoned residential (R-1) and multi-family dwellings (R-2) and also may be re-subdivided into lots no smaller than 0.75 acres. Churches and schools are also permitted.

Tracts 141, 147, 149, 150, 151, 152, 153, 164, and 165 are designated for (R-1), condominiums, town houses, and patio-homes. These tracts may be re-subdivided into lots of not less than 0.75 acres in size. Only on-site constructed dwellings as outlined in Paragraph 5 are permitted.

Tracts 143, 145A, 145B, and 146 are designated for on-site constructed, single family residential dwelling use as outlined in Paragraph 5. These tracts may be re-subdivided into lots of not less than 0.75 acres.

30. These covenants are understood and agreed to be, and shall be taken and held to be, for the benefit of all purchasers of the aforesaid lots, and all covenants herein contained attach to the land and run with the title thereto, and shall be binding upon all owners of lots in said subdivision until January 1, 2011, at which time said covenants shall be automatically extended for successive fifteen (15) year periods, unless by a vote of majority of the then owners of the lot is agreed to change said covenants in whole or in part.

31. Failure to enforce any of the restrictions, rights, reservations, limitations, and covenants contained herein shall not in any event be construed or held to be a waiver

Thereof or consent and further or succeeding breach or violation thereof. All deeds shall be given and accepted upon the express understanding that said subdivision has been carefully planned as on-site constructed residence dwelling district exclusively, and to assure lot owners that there will be no abandonment of the original plan to reserve said subdivision as a choice on-site constructed residential dwelling district. Upon the breach of any said covenants or restrictions, anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain said violation, or to collect damages or their dues on account thereof.

32. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

William G. Thomas

William G. (Jerry) Thomas, President

Ralph Stegan

Ralph Stegan, Vice-President

Ann T. Philbeck

Ann T. Philbeck, Secretary

Jean N. Ayarbe

Jean N. Ayarbe, Treasurer

State of New Mexico)

) ss:

County of Grant)

The foregoing instrument was acknowledged before me this 4th day of June 1998, PM

By Wm. G. (Jerry) Thomas, Ralph Stegan, Ann Philbeck, and Jean N. Ayarbe

My Commission expires Dec 15th 2001

Diane Allen

Notary public



IN WITNESS WHEREOF, the undersigned have subscribed their names this 4th day of June 1998. DA