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AMENDED

RESTRICTIVE COVENANTS

OF

EL MORRO RANCHES, INC.

CIBOLA COUNTY, NEW MEXICO

STATE OF NEW MEXICO
COUNTY OF CIBOLA
FILED FOR RECORD

1986 SEP 24 AM 10:43

SK 274
GEORGE MARQUEZ, CLERK
CIBOLA COUNTY, NEW MEXICO
George Marquez

The undersigned, El Morro Ranches, Inc., a New Mexico Corporation, the owner of the certain parcel of land in Cibola County, New Mexico, known as El Morro Ranches, Inc., filed in the office of the County Clerk of Cibola County, New Mexico on September 3, 1986.

HEREBY MAKES THE FOLLOWING DECLARATION as to limitations, restrictions and uses to which the lots constituting said Ranches may be put.

AND FURTHER HEREBY SPECIFYING that said declarations shall constitute covenants to run with all of the land, as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same are embodied in the conveyance or other instrument affecting title thereto.

These covenants are to run with the land and shall be binding on all persons claiming under them until September 3, 1996, at which time the said covenants shall be automatically extended for a successive period of ten (10) years unless by vote of the majority of the then owners of the tracts in a referendum as organized by them, it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, any other person or persons owning any real estate situated in said development or subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions to enforce and to prevent him or them from doing such violation. Invalidation of any one of these covenants or restrictions shall not invalidate the others which shall remain in full force and effect.

1. No building shall be located on any lot nearer than thirty-six (36) feet to the front lot line, nor nearer than fifteen (15) feet to any side or rear lot line.

2. All exterior construction of any building shall be completed within three hundred sixty (360) days from commencement.
3. No obnoxious, noisy or offensive business or commercial ventures or other such activities may be conducted on the premises.
4. No mining will be permitted on the sold lots.
5. Owners are permitted to have stables for family use only, and stables shall be at least two hundred (200) feet from the lot property line.
6. Animals belonging to lot owners shall be so controlled that they cannot graze on any other lot, and any animal barns shall be of sound construction and good design. Lot purchasers shall prevent animals in any way becoming an unreasonable nuisance either from noises created by the animals, odors, or any other practice or conduct which reasonably create a nuisance. However, this shall not prevent the subdivider or its assign or lessee from grazing livestock on unfenced areas, sold or unsold, of the subdivision.
7. The style and design of structures in El Morro Ranches shall be such as would fit the southwestern-mountain atmosphere of the area. Fences must be set back at least five (5) feet from boundaries facing streets or cul-de-sacs.
8. No tar-paper shacks or dilapidated trailers or buildings of any kind are to be constructed or placed on the property. Trailers, cabins and out-buildings are to be of a professional quality and workmanship.
9. No mobile home shall be placed on any lot which does not contain at least eight hundred sixty-four (864) square feet or is more than ten (10) years old when so placed.
10. All mobile or modular homes are to be securely supported and completely skirted within one hundred eighty (180) days from the date of placing said mobile or modular home upon a lot.
11. No lot shall be allowed to be used as a dumping ground for rubbish. Each lot owner shall place his trash, garbage or other waste shall in sanitary container. It shall be the responsibility of owners of lots, vacant or otherwise, to keep said lots clear of trash or rubbish.

12. In the event a structure is destroyed, either wholly or partially by fire or any casualty, all the remaining structure including the foundation and all remaining debris shall be totally removed from the lot within ninety (90) days from said occurrence.
13. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot in such a manner as to be seen from any other lot or from any street.
14. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet advertising the permitted business being conducted thereon and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or used by the builder to advertise the property for sale or rent, or used by the the builder to advertise the property during the construction and sales period.
15. No unshaded flood lights shall be maintained which cause light to shine directly into the residences of other residents.
16. Lots will not be subdivided to smaller lots than five (5) acres tracts.
17. No shooting or hunting will be permitted in the subdivision.
18. A small recreational-type vehicle or travel trailer may be used as temporary residence. Each lot owner shall be entitled to such use of such a temporary residence for a period not in excess of six (6) months at a time.
19. No permanent residence may be built or located within the subdivision which contains less than eight hundred (800) square foot of heated area.
20. Each lot shall be subject to a fifteen (15") foot utility easement on its exterior boundaries, front, back and sides.
21. No commercial or clear cut timbering will be permitted within the subdivision. This restriction shall not prohibit necessary and appropriate clearing of lots for building sites, road access, utility access or lot views.

