

**CANCELLATION AND RESTATEMENT  
OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
LOS RANCHOS DEL RIO SUBDIVISION  
IN THE CITY OF SUNLAND PARK**

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KNOW ALL NEW BY THESE PRESENTS: That the undersigned, who constitute at least fifty-one percent (51%) of the total single family residential lot owners of LOS RANCHOS DEL RIO SUBDIVISION in Sunland Park, Dona Ana County, New Mexico, being described as:

Lots One (1) through Twenty-one (21) in Block One (1)  
Lots One (1) through Seven (7) in Block Two (2)  
Lots One (1) through Twenty (20) in Block Three (3)  
Lots One (1) through Thirteen (13) in Block Four (4)

of the plat of LOS RANCHOS DEL RIO SUBDIVISION, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Dona Ana County, New Mexico, on November 27, 1984, hereby declares that it has established, and does hereby establish a general plan for the improvement, development and restrictions of said property, subject to which all lots and portions of lots in said subdivision shall be sold and conveyed as herein set forth.

THE PROVISIONS OF THIS CANCELLATION AND RESTATEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS is intended and does hereby cancel in total all of the terms and conditions of that certain prior Protective Covenants and Restrictions for LOS RANCHOS DEL RIO SUBDIVISION, filed in the Office of the County Clerk of Dona Ana County, New Mexico in Miscellaneous Records.

**ARTICLE I**  
**Definitions**

The word "lot" as used herein is intended to refer to single piece parcels of land shown as lots on the recorded plat described above.

A corner lot is one which abuts more than one street, and in the absence of any other designation shall be deemed to front on the street which has the larger lot side dimension; however, the Architectural Control Committee, may designate the street on which any corner lot shall be deemed to front.

The word "residence" as used herein with references to building lines shall include galleries, porches, steps, projections and every other permanent part of the improvements, except roofs.

The word "street" as used herein shall include any street, drive, road, lane, path or public way as shown on the plat.

NOW THEREFORE, the lots heretofore described are hereby subjected to the following Protective Covenants, Conditions, Reservations, and Restrictions, which are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivision and their successors in interest.

## **ARTICLE II**

### **LAND USE AND BUILDING TYPES**

Section 1. All lots within the Subdivision are hereby declared to be single family residential lots.

Section 2. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above ground level as described below, one (1) guest house, a private garage or carport, and tack room, stables, or barn as necessary for the care, use and stabling of horses kept on the lot. Storage sheds, work shops, swimming pools, gazebos and such shall be allowed, but only upon approval being granted by the Architectural Control Committee.

Ground level shall be defined as the highest pad elevation of any single lot, as shown on the grading plans and/or as directed or approved by the Architectural Control Committee, on file at the office of LOS RANCHOS DEL RIO PROPERTY OWNERS ASSOCIATION.

Section 3. No main residence shall be erected, altered, placed or permitted to remain on any such lot with a fully enclosed heated living area of less than twenty-four hundred (2,400) square feet, exclusive of carport, garages and open porches or patios. No main residence shall consist of, in whole or in part, a mobile, manufactured, or prefabricated home, unless express prior written approval from the Architectural Control Committee is given.

Section 4. No building or any part hereof, including garages, stables or accessory buildings, shall be erected on any lot closer than thirty (30) feet to the front street line, or closer than twenty-five (25) feet on either side lot lines.

It is understood that ordinary projections of sills, belt courses, cornices and ornamental features may project as much as twenty-four (24) inches into the side set back lines. For the purpose of this section, eaves, steps, and equipment pads shall not be considered as part of the building. Where more than one (1) lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable variances of the set back requirements where strict enforcement of the set back provisions would work hardship.

Section 5. Those drainage pond areas shown on the subdivision grading plans for each lot shall not be changed or modified in any manner whatsoever without prior approval of the Architectural Control Committee and the city of Sunland Park Engineer.

### **ARTICLE III**

#### **KEEP AND CARE OF HORSES**

Section 1. Each owner shall be allowed to maintain horses on his site or lot, but shall be limited to a maximum of two (2) horses per acre on any one site or lot.

Section 2. Stabling of horses is not required, but provisions must be made by each owner to remove or isolate any ill or diseased horse from contact with other horses kept within the subdivision. If tack rooms, stables or barns are maintained on the lot(s), then they shall be kept properly cleaned.

Section 3. Manure stockpiling is prohibited.

Section 4. Each owner shall provide the Architectural Control Committee an annual certification of health by a qualified veterinarian for each horse kept on site.

### **ARTICLE IV**

#### **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. The Architectural Control Committee (hereinafter referred to as the "Committee") is hereby established and shall be comprised of five (5) persons who have been appointed by the original Declarant to serve for a period of five (5) years from the date of appointment and until their successors shall be appointed and qualify. Vacancies occurring on either before the end of, or as a result of the expirations of such five (5) year term, shall be filled by appointment of successors by a majority of the residential lot owners in LOS RANCHOS DEL RIO SUBDIVISION who are present as a special meeting called for the purpose of filling such vacancy.

No member of the Committee shall be entitled to any compensations for the services performed on said Committee.

Any three (3) members shall be entitled to act on the behalf of the Committee, and in the event of any conflict, a majority of the Committee shall rule.

Before the commencement of construction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, tank, out building or any other structure whatsoever on any lot, there shall be submitted to the Committee:

- (a) A complete set of plans, including, but not limited to, foundations, floor plans, elevations, details, specifications (including exterior finish schedule), a plot plan and grading plan showing the locations and finished grade of any structure on the lot.
- (b) One (1) complete set of plans and specifications upon approval will be retained by the Committee to remain on file.

No structure or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the complete set of final plans therefore have received such written approval as hereinafter provided.

The committee shall have the right to disapprove any plans, specifications, or details submitted to it as aforesaid, in the event such plans and specifications are not in accordance with all the provisions of the restrictions, or if a design or color scheme on the proposed structure is not in harmony with the general surroundings or in harmony with such lot or adjacent structure on the same lot, or if the plans and specifications submitted are incomplete, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of LOS RANCHOS DEL RIO SUBDIVISION. The Committee's right to approve design, etc., does not authorize it to mandate a narrow, restrictive uniformity to the imposed on the whole subdivision. The decision of the Committee shall be final and no building, structure or improvement of any kind shall be constructed or placed upon any lot in LOS RANCHOS DEL RIO SUBDIVISION without the prior written consent of the Committee.

In the event the Committee shall fail to approve or disapprove the plans, specifications and other such information as may be required within sixty (60) days after submission, then such approval shall not be required, provided that no buildings or structure shall be erected which violates any of the covenants contained herein.

Neither the Committee, its members, nor any of the lot owners shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee, or for the work done pursuant to the requested change of said plans and specifications.

Until the Property Owner's Association referred to in Article VII is established, a majority of the Committee may, from time to time, grant exceptions or variances to any of the Articles hereof, without the consent of any of the owners of the other lots in the subdivision. After the establishment of the Association, the authority to grant exceptions or variances shall be automatically transferred to the Board of Trustees of the Association.

Certain pre-construction capital lot improvements shall be exempt from “commencement of construction, etc.” requirements, but shall require submittal of a plot plan illustrating intent and a descriptive narrative of proposed improvements. All such capital improvements shall conform to the spirit of the protective covenants and restrictions and shall in no way detract from the aesthetic qualities of the subdivision. Capital improvements are defined as, but not limited to, the following:

- (a) Leveling or other “grooming” of the site.
- (b) Removal of undesirable, diseased or obnoxious plant growth.
- (c) Irrigation well construction.
- (d) Construction of surface irrigation provisions to utilize water rights from the Elephant Butte irrigation District.
- (e) Preliminary landscaping such as the planting of trees, shrubs and ground covers.
- (f) Preliminary landscape irrigation provisions.
- (g) Placement of domestic water line and water meter (by Sunland Park).
- (h) Placement of temporary electric service (by El Paso Electric).
- (i) Perimeter fencing (all or part), including access/entry openings or gates in the front lot fence per Article V, Fences.
- (j) Construction of the incidental protective structures for specific capital improvements which shall be temporary or ultimately incorporated into the final plans.

Section 2. All lot owners, or their successors in ownership, must commence construction of a residence on the lot within five (5) years from the date that the Committee announces that a fully operational sewer system serving the LOS RANCHOS DEL RIO SUBDIVISION has been placed in service. The then owner of a lot must complete construction and obtain an unconditional certificate of occupancy from the City of Sunland Park, New Mexico, County of Dona Ana, for a residence constructed in full accordance with the plans and specifications approved by the Committee within eighteen (18) months from the date of commencement of construction.

Within six (6) months following the issuance of a Certificate of Occupancy for a residential dwelling unit on a lot, the then owner of the lot shall install landscaping on all areas of the lot visible from adjoining streets or lots, and the installation is to be in accordance with plans and specifications first approved by the Committee. Individual extensions may be granted by the Property Owners Association provided that the lot has been maintained consistently for the previous two (2) years in an aesthetically pleasing manner and provided some minimal capital improvements have been made.

If any owner fails to comply with any of the time limitations set forth above, the Property Owners Association states that all owners, by acquiring title to any interest in a lot, agree that the damage to the Property Owners Association shall be difficult to determine. If after the expiration of any of the foregoing time periods, a required performance has not been completed, the Property Owners Association may assess an owner up to \$100.00 per month for each month that such performance has not been completed. The Property Owners Association acknowledges that said \$100.00 sum represents the maximum reasonable estimations of said damages. Any sums so assessed shall be an assessment against the applicable owner and lot in favor of the Property Owners Association. Failure to complete any construction, alteration or other work within the above time limits shall further operate automatically to revoke the approval of the plans and specifications by the Committee, and upon demand by the Committee, the lot upon which construction, alteration or other work was undertaken shall be restored as neatly as possible to its state existing prior to any such construction, alteration or other work. If such lot is not so restored, the Property Owners Association may undertake such restoration and charge the cost thereof to the owner of said lot, which cost shall be enforceable as an assessment in favor of the Property Owners Association. The Committee representative and the Committee's duly appointed agents may enter upon the lot at any reasonable time or times to inspect the progress or status of any such construction, alteration or other work.

Section 3. This Committee shall act on behalf of the Property Owners Association for the purpose of maintaining the equestrian easements and other common grounds so established by the Property Owners Association, until such time that a formal Board of Trustees is established by the Property Owners Association.

After initial construction of the residence, construction of any other structure approved by the Committee shall be completed within one year.

## **ARTICLE V**

### **FENCES**

Section 1. All fencing constructed along the equestrian paths shall be white, three-rail fence constructed from wood, wood simulating materials or steel pipe. Such fencing shall be constructed by each owner of the lot whose lot abuts the equestrian paths, and shall be constructed no later than when the main residence on said lot is constructed.

Section 2. Each lot owner shall be solely responsible for the determination of fencing requirements of non-adjointing property lines; however, before constructing any such fencing, the lot owner shall secure the approval of the Committee.

Section 3. Adjointing lot owners shall negotiate the appropriate fencing requirements and cost sharing thereof and shall secure approval of the Committee prior to construction. However, should a single lot owner desire to construct the same fencing as required along the equestrian paths and said owner is the original installer, then the adjointing lot owner shall be held liable to reimburse one-half of the cost of construction of the fence at the time of receipt of an invoice and breakdown of the cost of said fence.

Section 4. Each lot owner may construct any fencing located within each lot's property lines, subject to the approval of the Committee.

Section 5. Property line fences or interior fences may be constructed of rock, brick, stucco, wood, pipe or wrought iron; however, such fencing must be in harmony with the general surroundings or in harmony with such lot or adjacent structure and approved by the Committee.

Section 6. Where used, main drive access gate(s), regardless of approved design and material selection shall be inset from the curb to avoid traffic obstruction by a vehicle stopped at the gate. Gate(s) must open inward toward the lot, and not toward the street or equestrian path.

## **ARTICLE VI**

### **EQUESTRIAN/EMERGENCY VEHICLE ACCESS EASEMENTS**

Section 1. Those easements labeled "fifteen (15) feet equestrian easements", surrounding the entire outer perimeter of the subdivision and periodically located between certain lots from the perimeter of the subdivision to the interior street, shall be kept available for equestrian use by all residents of the subdivision.

## **ARTICLE VII**

### **PROPERTY OWNERS ASSOCIATION**

Section 1. A Property Owners Association ("Association") will be incorporated for the purpose to maintain the equestrian easements described in Article VI and fences enclosing said easements, any ditches or systems designed and installed for the irrigation of lots contained herein, and in general, to provide for and promote the health, safety, and welfare of the Members, to collect the regular and special assessments, and to administer the funds collected, to provide for the maintenance, repair, preservation, upkeep, and protection of any other common properties (the easements, fences for easements, ditches, gates and other common properties being referred to as the "Common Properties") in the subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all supplemental Declarations. Each lot owner agrees that he shall be bound to join the aforesaid Property Owners

Association upon its incorporation and be responsible for payment of his payment of any fees incurred to maintain said Property Owners Association.

Section 2. The Association shall be organized and formed as a non-profit corporation under the laws of the State of New Mexico.

Section 3. The Association shall act through a five-member Board of Trustees, which shall manage the affairs of the Association. The Trustees shall be elected in accordance with the By-laws of the Association. Each initial Trustee shall serve for an initial term as provided in the By-laws of the Association, and, thereafter, until his successor is duly elected and qualified. Any vacancy, from whatever cause other than removal, occurring in the Board of Trustees shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed to fill the vacancy shall serve for the remainder of the initial terms and until his successor is duly elected and qualified.

Section 4. Each owner, whether one or more persons or entities, of a lot shall, upon and by virtue of becoming such owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership.

Section 5. Each owner, whether one or more persons or entities, of a lot, shall be entitled to one (1) vote in the Association.

Section 6. Subject to the provisions set out below, every Member shall have a common right and easement of enjoyment in and to the Common Properties in the subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each lot in the subdivision.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in its discretion, to charge reasonable assessments, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties, all of which shall be binding upon, complied with, and observed by each Member.
- (b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties, or any part thereof to any public or governmental authority or to any utility company for any service to the subdivision, or any part thereof; and
- (c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of the Common Properties to any



public or governmental authority or to any utility company for any service to the subdivision, or any part thereof; and

- (d) The right of the Association to suspend the voting rights of a Member or his right to use the Common Properties during the period he is in default in excess in the payment of any assessment against his lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and Supplemental Declarations or in its By-laws or at law or in equity of any such default or infraction.

Any Member may delegate his right of use and enjoyment of the Common Properties of the subdivision, to the members of his family, his tenants, or contract purchasers who reside on his lot.

Section 7. The assessments leveled hereunder by the Association shall be used exclusively for the purposes set forth in Section 1 of this Article.

Section 8. Each owner of a lot (and as a result of ownership, a Member) hereby covenants, and any subsequent owner of all or any part of a lot (by acceptance of a deed therefore), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay the Association any annual assessments or charges, and any special assessments for capital improvements or major repair, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten (10) percent per annum, and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the lot, or any portion thereof owned by an owner, and shall be a continuing lien upon the lot, or portion thereof, against which each such assessment is made, and shall also be the personal obligation of the owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easements, or by abandonment, or otherwise.

Section 9. Beginning in calendar year 1994, the annual assessment, excluding any special assessment for capital improvements or major repairs, shall in no event exceed \$100.00 per lot. The Board of Trustees of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association as to which the decision of the Board of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board of the Association, the maximum amounts of the assessment may be increased from the amount hereinabove set forth, but not by more than ten percent of the prior year's maximum allowable assessment.

Section 10. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of

defraying in whole or in part the cost of acquiring and improving additional Common Properties or common improvements, or for unexpected repairs of existing Common Properties as approved by the Board of Trustees of the Association, provided that any such assessment shall have the approval of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 11. The assessment for which provision is herein made shall commence on the date as fixed by the Board of Trustees of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable in advance in annual installments.

Section 12. The Board of Trustees of the Association shall fix the date of commencement, and the amount of assessment against each lot which is subject to this Declaration or subsequent Declarations and for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection to every owner of property made subject to the assessment. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon, and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the owner(s), his heirs, personal representatives and assigns, and shall also be a continuing personal obligation of the owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the acre(s) in like manner as a foreclosure of a mortgage on real property or under any other appropriate procedure under applicable New Mexico state law and/or a suit on the personal obligation against the owner(s), and there shall be added to the amount of such assessment, the cost of any such action (including reasonable attorney's fees) and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to fixed by the Court, together with the costs of the action.

Section 13. The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or similar lending institution. Such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of the lot(s) pursuant to the decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No such sale or transfer or proceeding in lieu of foreclosure shall relieve any lot(s) from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

## **ARTICLE VIII**

### **SUBDIVISION OF LOTS**

Section 1. None of the lots within the Subdivision shall be further subdivided to create two (2) or more building sites; however, two (2) or more lots may be combined into one (1) building site. Once a declaration is made to the Property Owners Association to combine lots, lots may not later be divided and sold separately.

## **ARTICLE IX**

### **UTILITY EASEMENTS**

Section 1. Easements as shown on the recorded plat are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property.

## **ARTICLE X**

### **NUISANCES**

Section 1. No offensive business, trade, or 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.

## **ARTICLE XI**

### **TOLERANCE**

Section 1. A six (6) inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by these covenants.

## **ARTICLE XII**

### **OIL AND MINERAL OPERATIONS**

Section 1. No drilling, oil development, oil refining, derrick or other structure designed for use in boring for oil or natural gas, 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.

### **ARTICLE XIII**

#### **GENERAL PROVISIONS**

Section 1. No lot owner may include restrictions, other than those set out herein, in any contract or deed to any lots otherwise modifying the Articles contained herein.

The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the grantors of said property, or any part thereof, to all such intents and purposes as though incorporated in full thereof; and such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

### **ARTICLE XIV**

#### **MISCELLANEOUS**

Section 1. The construction or maintenance of billboard, posterboard, or advertising structures of any kind on any part of any lot is prohibited, except that architects and builders may display a sign with their name and insignia thereon during construction and realtors and owners may display temporary "for sale" signs. The sign shall not exceed more than six (6) square feet in size.

Section 2. No trash, ashes, paper or refuse of any kind shall be thrown or dumped on any lot in the subdivision. No household trash is to be burned on any lot in the subdivision.

Section 3. No trailer, house trailer, motor home, or boat shall be parked or placed on any vacant lot, nor shall any trailer, motor home, shack, tent, garage or other out building be used as a residence, either temporarily or permanently. Any of the above shall not be visible from the front street or in the case of corner lots, from either the front or side street.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except horses and domestic dogs and cats or other household pets may be kept, providing that they are not kept, bred or maintained for any commercial purpose. Household pets may include such creatures not expressly excluded by City of Sunland Park ordinances. In all cases, the number of pets, including dogs and cats, shall not be allowed to create a nuisance such as excess odor, noise, property damage, etc. Horses may be bred or be maintained for commercial purposes providing all restrictions under Article III of the document are met.

Section 5. Owners of lots will be responsible for keeping their lots cleared of all weeds, trash and all other detracting impediments at all times. The Property Owners Association may assess an owner up to \$100.00 per month each month that such performance has not been completed, limited to actual cost of monthly maintenance by a third party plus a management fee of twenty (20) percent by the Property Owners Association.

Section 6. Minimum landscaping requirements to be established and defined by an amendment at a later date. An attractive elevated light fixture providing light at the drive entry, street number and adjacent street is encouraged. A highly visible street number capable of being lighted at night is recommended to be displayed at the drive entry. No landscaping shall be established in a manner that creates an unsafe traffic condition through visual obstruction.

Section 7. Drainage ditches are to be maintained and clear at all times. The Committee has the right to assess cleaning and maintenance fees to property owner(s) if ditches are not maintained properly for drainage purposes.

Section 8. Where externally visible air conditions, and/or solar collectors, are erected or installed, they shall be so installed so that they will not be visible from the front street, or in the case of corner lots, from either the front or side street. Roof mounted units shall be allowed; however, they shall be installed as to comply with this section as much as possible.

Section 9. Television satellite dishes shall be so installed that they will not be visible from front or side streets.

Section 10. Gas meters shall be screened from street view.

Section 11. Residents will not use streets for continuously parking of any vehicle. Guests should be encouraged to park on host's residence property.

Section 12. Unused, inoperative or unlicensed vehicles shall not be stored in view of neighboring streets and property for more than seven (7) consecutive days.

Section 13. Mail box placement and design shall be standardized and shall harmonize with the resident's architectural scheme.

Section 14. In the event that a structure is destroyed, wholly or partially by fire or other casualty, said structure shall be properly rebuilt, repaired or replaced to conform to these restrictions, or all remaining structures, including the debris and foundations, shall be removed from the lot.

Section 15. The exterior of all dwellings shall be of pastel grays, whites and crèmes, or earth tone colors, with no bright or gaudy colors being allowed. All tack rooms, stables, barns, storage sheds, etc., shall be built to as to match or blend with the architectural style and color scheme of dwellings.

Section 16. No requirement for holiday decorating shall be imposed on any resident. Any voluntary decoration shall be tastefully accomplished and seasonal.

Section 17. The City of Sunland Park Ordinances appropriate for the LOS RANCHOS DEL RIO SUBDIVISION shall be considered a part of this covenant.

Section 18. No motorcycles, off-road vehicles or similar vehicles may be operated within or upon the Common Properties of the subdivision.

## **ARTICLE XV** **RIGHT TO ENFORCE**

Section 1. The restrictions herein set forth are imposed upon each lot for the benefit of each and every lot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Grantors, their successors or assigns, and each and every purchaser of any person acquiring any interest in any part of such land and their successors and assigns and all persons acquiring any of the land covered by these restrictions shall be deemed to agree and to covenant to conform to and observe all such restrictions as to the use of the land. Grantors, their successors and assigns, the Committee, and owner(s), of any part of such land and of any interest therein acting jointly or severally, shall have the right to use for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to legal action for damages. The failure of any or all such persons to enforce any of the restrictions or covenants herein set forth at the time of the violation, shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots, or as to any one or more owners thereof, be deemed to be a waiver of the rights to enforce them as to any and all other lots and owners.

Section 2. The City of Sunland Park, New Mexico is granted authority to enforce the restrictions herein set forth, when and if necessary, any time within the duration of the restrictions.

## **ARTICLE XVI** **AMENDMENTS**

Section 1. These Covenants may be amended from time to time by affirmative vote of the then record holders of title representing a majority (fifty-one [51] percent) of the total single family residential lot owners in the subdivision.

## **ARTICLE XVII** **DURATION**

Section 1. All of the restrictions and covenants herein set forth as amended from time to time shall continue and be binding upon the Grantors, their successors and assigns, all owners of any lots and all parties claiming by, and through or under it, or them, for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Dona Ana County, New Mexico, and shall automatically be extended for successive periods of fifteen (15) years each.