

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LOTS 18A through D  
LA MESA ROJA SUBDIVISION**

THIS DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of \_\_\_\_\_, 2006, by Douglas R. Goff, Manager of La Mesa Roja, ("Declarant") of the following described real property located in Sandoval County, New Mexico (referred to collectively as the "Property"):

LOTS NUMBERED 18A THROUGH 18 D, LA MESA ROJA SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "SUMMARY PLAT, LA MESA ROJA FILED AS INSTRUMENT NUMBER 98295 RECORDED WITH THE OFFICE OF THE SANDOVAL COUNTY CLERK ON 11/14/75, WITHIN SECTIONS 27, 28, 33 & 34 T17N R2E N.M.P.M., SANDOVAL COUNTY, NEW MEXICO.

WHEREAS, it is the intent and desire of the Declarant to create and establish certain Protected Covenants and Building Restrictions for the mutual benefit and enjoyment of purchasers and residents of Lots within the Property; and

WHEREAS, for the mutual benefit of the subsequent owners of the Property it is desired to establish an "Architectural Control Committee" whose purpose is to approve plans and specifications for permanent and temporary structures, landscaping and fences and to interpret these Protective Covenants and Building Restrictions, when necessary, for orderliness and preservation of the character of the development within the Property.

NOW, THEREFORE, BE IT RESOLVED that the Declarant does hereby declare the creation and existence of Protective Covenants and Building Restrictions for the Property, that the Declarant does hereby declare the existence of an Architectural Control Committee and that all real property within the aforesaid Property, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, conditions and agreements hereinafter set forth. Said Protective Covenants shall be considered as included in any agreements for deed, deeds of conveyance or mortgages, whether written therein or referred to by reference to the book and page where this instrument is recorded in the public records of Sandoval County, New Mexico.

ARTICLE I  
DEFINITIONS

- A. "Declarant" shall mean and refer to La Mesa Roja, or a successor or assign which may hereafter be designated as "Declarant" by a proper instrument in writing executed by the Declarant and acknowledged and recorded in the office of the Clerk of Sandoval County, New Mexico.
- A. "Property" shall mean and refer to that land shown on the plat of record as herein above described.
- A. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- A. "Lot" shall mean and refer to every parcel of land designated as such and included within the description of the "Property" on Page One (1) hereof.

- A. "Architectural Control Committee" shall mean and refer to that Committee established under Article VII of these Protective Covenants and Building Restrictions.
- A. "Front Setback" shall mean and refer to that minimum horizontal distance between the property line on the principal street (address street) and the principal structure occupying the Lot. The principal structure shall be the exterior surface of the structure, excluding fireplaces, walls, patios, overhangs or appurtenances.
- A. "Side Setback" shall mean and refer to that minimum horizontal distance between the side property lines and the principal structure occupying the Lot and shall be measured in the same manner as the Front Setback.
- A. "Rear Setback" shall mean and refer to that minimum horizontal distance between the rear property line and the principal structure occupying the Lot and shall be measured in the same manner as the Front Setback.
- A. "Solid Wall or Fence" means a continuous non-transparent vertical surface kept in good repair. A chain link fence with a single layer of inserts is not a Solid Wall or Fence.

ARTICLE II  
USE OF THE LAND

- A. Buildings and Structures: No building shall be erected, altered, placed or permitted to remain on any Lot other than single-family residences and accessory buildings such as garages, garden houses, and the like. There shall not exist on any Lot at any time more than one residence. No trailer, tent, shack, garage, barn or other out-building or any structure of a temporary character on any Lot shall at any time be used as a residence, either temporarily or permanently. No structure shall exceed two (2) stories nor shall any structures or portion thereof exceed twenty-six (26) feet in height. Any structure which is two stories in height shall have a minimum of fifty percent (50%) of heated area on the ground floor. Private garage space shall be provided for each residence designed to accommodate at least two (2) cars. Detached garages are permitted so long as the Architectural Control Committee approves the plans for such detached garage, including but not limited to the size, location, elevation and architectural finish. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant or any homebuilder building homes within the Property to maintain during the period of construction and sale of the homes such facilities as may be reasonable required, convenient or incidental to the construction and sale of homes, including, without limitation, a business office, storage area, construction yard, signs, model units and sales offices.
- A. Dwelling Size: No dwelling containing less than one thousand two hundred (1,200) square feet of heated living area, exclusive of screened or open porches, garages, carports, patios, accessory buildings or other covered areas, shall be permitted on any Lots.
- A. Use and Occupancy: Use and occupancy of Lots shall be subject to zoning, building, health, sewage disposal and sanitation regulations of the County of Sandoval, State of New Mexico and/or all government agencies having jurisdiction (if any), or by the Declarant, its successors or assigns.

- A. Industry: No manufacturing, commercial or business operation is allowed. No log shall be used in whole or in part for the storage of any property or object that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort or serenity of the occupants of the neighboring properties. No unshaded floodlights may be maintained which cause light to shine directly in the home of any other resident in La Mesa Roja Subdivision.
- A. Approval: No structure or improvements of any kind (including fences, and the like) shall be erected, altered, placed or permitted to remain nor shall construction commence on any Lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by the Architectural Control Committee.
- A. Exteriors: Exteriors of all buildings on all Lots shall be finished according to the approved plans within twelve (12) months from commencement of construction. Exterior design and finishes of all residential structures and improvements shall be in Southwestern/New Mexico, Pueblo, Territorial, Spanish Mission or Northern New Mexico architectural style. The exterior color of all dwellings constructed on Lots shall be finished in earth tone colors and must be approved by the Architectural Control Committee. Roof tile shall be ceramic, clay or concrete tile and the color must be approved by the Architectural Control Committee. Metal roofs shall be permitted provided that the gauge of the metal and color must be approved by the Architectural Control Committee. No asphalt shingles shall be permitted.
- A. Animals: No animals, other than riding horses for personal use and household pets will be maintained on any Lot. No sheep, goats, pigs or chickens will be allowed. In no case will animals which constitute a nuisance be kept on any Lot. All animals will be confined on the premises of the owner or owners of each Lot unless the animals are under direct personal control. No animal may be stabled, maintained, kept, or boarded for hire or remuneration on any property within the Properties, and no kennels or breeding operation will be allowed. A maximum of two horses per acre shall be permitted; provided, however, that no more than three horses may be kept on any one Lot and provided further that the owner of each Lot must regularly remove all horse manure and other animal waste so as to prevent offensive odors and the proliferation of flies and other insects. No dangerous dogs, including but not limited to pit bulls, may be raised, bred or kept on any Lot. No animals shall be allowed to roam free.
- A. Antennae: No radio, television, citizens band, HAM, or other aerial antenna or tower, whether for transmitting or receiving, or any support thereof, shall be erected, installed, placed or maintained, except those devices which may be erected, installed, placed or maintained and used entirely under the eaves or enclosed within a building or structure which do not extend above the highest point of the roof. However, a television antenna or satellite dish having a maximum diameter of 24" may be mounted on the roof provided it is inconspicuously located so as not to be easily visible from the street and the placement of which is approved by the Architectural Control Committee.
- A. Landscaping: Natural vegetation shall be left undisturbed, except for access to Lot, clearing of building sites, or establishment of lawns and flowers within the immediate vicinity of the dwelling on each Lot. Disturbed vegetation shall be replaced with like kind vegetation within three months of the completion of construction. All

landscaping, such as shrubs, floral plantings, trees, landscape stone, wood and other materials, shall likewise be maintained in a neat and well-kept manner, to the end that the lawn and all landscaping shall not be permitted to become run-down.

- A. Mobile Homes and Parking of Vehicles: No mobile homes, manufactured homes or modular homes are permitted on any Lot within the Property. Travel trailers belonging to bona-fide guests may not remain on any Lot for longer than ninety-six (96) consecutive hours for any one visit, and must be parked in an unobtrusive area. Parking of recreational vehicles, boats, trailers, horse trailers, campers, and other types of non-passenger vehicles on any part of a Lot, or on any street or road adjacent to a Lot, or in front of and along the side of the house is not permitted. The parking of such vehicles must be done such that the vehicle(s) is totally screened from the view from other lots. No vehicle, which is not in operating condition, shall be parked or left anywhere on a lot other than inside a garage, except for emergency repairs.
  
- A. Signs: No sign or advertisement of any kind other than name plates or professional sign not exceeding one (91) square foot in surface area shall be erected or maintained on the Lot without written approval of the Architectural Control Committee, except for signs erected by the Declarant, its successors or assigns which may be erected and allowed to remain during the construction of dwelling units upon the Property.
  
- A. Trash: Rubbish and garbage must be kept in suitable containers and removed from Lots in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on Lots on any part of the development, except in such places as may be specifically designated and approved for such purposes by the county or municipal authorities. No open fires shall be permitted. At the time construction commences, the owner of the Lot agrees to place a container or enclosure on the Lot for discarded building materials which are easily displaced by wind. The owner of such Lot further agrees that he/she will remove all discarded building material, trash, debris, etc. from the Lot on a weekly basis during the period of construction.
  
- A. Zoning or Other Government Regulation: Notwithstanding anything within these Covenants to the contrary, in the event any state, county or municipal zoning designation or other government authorization affecting the use of any Lot conflicts with these Protective Covenants and Building Restrictions and is more restrictive than these Covenants, then in that event such zoning designation or other government authorization shall control; provided, however, that to the extent possible these Protective Covenants and Building Restrictions shall be interpreted so that they do not conflict with and such zoning designation or other government authorization.
  
- A. Swamp Coolers/Air Conditioners: Roof mounted air conditioning and heating units shall be permitted on flat roofs provided that the location of the unit(s) shall be such that their visual impact is minimized. The Architectural Control Committee may require that they be screened from view with a stucco parapet enclosure. Air conditioning and heating units on houses having a pitched roof shall be installed at ground level and shall be so installed so that they will minimize visibility from the front street or in the case of corner Lots, from either the front or a side street. The phrase "air conditioning and heating units" includes evaporative coolers. Other ground-mounted equipment such as water storage tanks, ground-mounted solar energy collectors, pool equipment, trash and garbage receptacles, will be enclosed within a walled or fenced area or areas for which fencing or screening is harmonious with the overall design of the structures on the Lot and which shield these structures in such a

way as not to be visible.

- A. Accessory Buildings: No prefabricated building nor any auxiliary structure of any nature whatsoever, permanent or temporary, attached or detached from a dwelling, shall be moved or placed upon, or assembled or otherwise maintained on any lot; provided, however, that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon a lot by any licensed building contractor or the Declarant for the purpose of erecting and selling homes built upon lot(s), but such structures shall be removed upon completion of construction or sales of homes, whichever occurs later.
- A. Subdivision: There shall be no further subdivision on any Lots within the La Mesa Roja Subdivision.
- A. Miscellaneous: Outside clotheslines or other outside clothes drying or airing facilities, above ground trash and garbage receptacles, ground mounted solar energy collectors and equipment, ground mounted air conditioning compressors and equipment shall be enclosed with a fenced service area or areas so as to conceal them from the streets. Fencing or screening should be harmonious with the overall design of the structures on the Lot and which shield these structures in such a way as not to be visible from the streets. Exterior pole-mounted lights greater than three (3) feet in height are not permitted. All exterior wall mounted and low pole mounted lights shall have cut off shields which prevent the spread of light in an upward direction. Lights with motion detectors are permissible. No lighting shall be considered a nuisance to adjacent Properties. Any studio or greenhouse interior lighting shall be kept from being a nuisance after 10:00 p.m. by shades or visually appealing cover.

ARTICLE III  
SETBACK REQUIREMENTS

- A. All buildings erected, placed or permitted to remain on any Lot shall be situated within that portion of said Lot not restricted from use by easement or right-of-way.
- A. No building shall be located nearer to the front Lot line than the "minimum Front Setback" distance of *forty (40) feet* to the front street line, provided, however, that no garage shall be located nearer than the minimum distance of forty feet to the front street line. "Side Lot Line Setbacks" shall be *twenty (20) feet* from any side Lot line unless waived by the Architectural Control Committee by approval of the structure plans or by resolution. For any variation from the side Line Setback, the minimum separation between adjacent buildings (exclusive of roof overhangs and appurtenances) shall be *forty (40) feet*. The minimum "Rear Setback" shall be *fifteen (15) feet*. On corner Lots or triangular Lots the Architectural Control Committee shall determine if the Rear Setback is applicable to the Lot according to the proposed location of the structure. Approval by the Architectural Control Committee of the proposed plot plan shall be the interpretation by that Committee of the applicability of the above.
- C. Notwithstanding the foregoing, from and after such time as two (2) contiguous Lots fronting on the same street are used as a single building site, such contiguous Lots shall be deemed to be a single Lot for the purpose of determining the "side Lot lines" and easements.
- D. A four (4) inch tolerance by reason of mechanical variance of construction is allowed for the minimum distance requirements.

D. Roof overhangs, fireplaces, decorative walls and the like shall not be considered part of the permanent structure for measurement purposes in determining conformance to these setback requirements. However, in the event of a roof overhang, the overhang may extend no more than twenty-four (24) inches into the *twenty (20) foot sideline setback area*.

D. All waivers from the above recited minimums must be in writing and a true copy thereof filed for public record with the County Clerk of Sandoval County, New Mexico.

ARTICLE IV  
EASEMENTS

A. Easements and rights-of-way designated on the plat are hereby reserved unto Declarant, the County of Sandoval, and all public and private utility companies for the construction, installation and maintenance of any and all utilities, such as power cable, cable television, gas lines, drains, sewers, roads, water supply lines, telephone and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a *five (5) foot* width along the rear and side lines of every Lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat. Declarant reserves the right at any time to dedicate to the County of Sandoval any private road within La Mesa Roja Subdivision.

A. All easements shall be kept free from alteration, and Owners of Lots containing such easements shall keep them free from permanent structures and shall provide access without trespass by maintenance personnel for the upkeep of such facilities which may be constructed within those easements.

A. Right of access across any Lot is hereby reserved unto the Declarant for general improvements of other properties, but such rights of access shall terminate upon commencement of construction of a building upon such Lot.

A. All public and private rights-of-way, including streets and roads dedicated to the County of Sandoval shall also be considered a utility easement. Such easement shall be measured perpendicular (or radial on curves) from the front property corners of all Lots to the centerline of such street or road.

ARTICLE V  
UTILITY SERVICE

A. Natural gas utility lines serving the subdivision as well as yard lines serving individual lots shall be maintained underground. Lines, wires and other devices for the transmission of electric current or power, and telephone, telegraph or television lines and service utilities serving the subdivision as a whole shall be placed under ground. Service to the individual homes shall be the responsibility of the owners of the respective lots and shall be placed underground (Home Owner Underground Service).

A. Principal location for all such utilities mentioned above shall be within the easement along and within the dedicated streets and roads as described in Article IV.

ARTICLE VI  
WALLS AND FENCES

A. No solid wall, fence or hedge shall be erected or maintained on any lot nearer to the street than the building setback lines for front or side yards. Courtyard walls are not considered a part of the dwelling and must be stucco and consistent with the residence in color. No side or rear wall, hedge or fence other than the wall of a dwelling shall be less than six (6) feet in height. Except as planned and erected Declarant, any wall or fence must have a uniform appearance on both sides of the fence or wall. The plans for all such walls, fences or hedges must be approved by the Architectural Control Committee, who shall have the right and authority to approve variances of wall height and/or location for reasonable cause or to alleviate hardship as determined in the sole judgment of the Architectural Control Committee. The following materials will be used for walls, fences, courtyards and garden areas: adobe block, rammed earth, cinder block, stone or framed wall with paper and wire under three coat stucco or any equivalent stucco system, coyote fencing, wood fences and painted pipe (horse corrals only). Chain link fencing is not permissible.

B. Owners shall promptly remove graffiti from all walls and fences on their lot. Lot owners shall be obligated to maintain the structural integrity of the walls on Lot lines and cannot alter the walls in any manner without the written approval of the Architectural Control Committee.

ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE

A. An Architectural Control Committee, consisting of three persons, is hereby established and the members thereof shall be designated from time to time by the Declarant. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. No committee member or designated representative shall be entitled to compensation for services performed pursuant to this covenant at any time. The initial committee shall be comprised of D.R. Goff, \_\_\_\_\_ and \_\_\_\_\_.

A. Prior to commencement of construction, remodeling, addition to, or alteration of, or removal of any building, wall, fence, out building or any other structure whatsoever on any Lot, and further to include landscaping and landscaping construction including ponds, water walls, statues, retaining walls or other structural component which is visible from any street, the Owner shall apply to the Committee for approval. There shall be submitted to the Committee:

1. A complete set of plans, including but not limited to, foundations, floor plans, elevations, details, specifications which identify construction material, exterior color scheme, and a site plan showing the location of the structure on the Lot identifying all construction including, but not limited to, roof overhand lines, all setbacks at a point of minimum distance to each property boundary, dimension of Lots, all walks, drives, patios, decks and walls and/or fences and the construction materials, which set of plans and specifications upon approval will be retained by the Committee to remain on file;

1. If deemed necessary by the Committee, the following may be required; (i) colors and samples of exterior materials; (ii) wall sections; (iii) roof plan; (iv) details of exterior furnishings, (v) the owner's proposed construction schedule; and (vi) an architect's rendering showing the perspective view of the proposed construction.

1. No building, structure or improvements of any kind shall be erected, altered or placed upon any lot unless, and until, the complete set of final plans and specifications have been approved in writing by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.
  - A. For good cause shown, the Architectural Control Committee, by unanimous vote, may waive any provision of any Article provided such waiver is in keeping with the intent of the requirements recited herein and that such waiver does not create any threat to the safety, orderliness, appearance, drainage, utilities or general nature of the Property. To be effective, such waiver must be given in writing and a true copy thereof filed for public record with the County Clerk of Sandoval County, New Mexico.
  - A. All approvals of plans, designs, specifications, alterations, additions, etc. shall be in writing. In the event the Committee or its representative fails to act within sixty (60) days from the date of the written request for approval and submission of plans and specifications to be approved, said approval by the Committee or its representative will not be required; provided, however, that no building or structure shall be erected which violate any of the terms of these protective covenants and building restrictions.
  - A. Any approval of plans and specifications shall not be construed as professional expertise and no warrant or liability for construction according to such approved plans shall be placed on the Architectural Control Committee or Declarant. Notwithstanding the foregoing, the Architectural Control Committee may employ professional expertise for such review, such as consultant architects, planners, engineers or surveyors and the cost for such review shall be borne entirely by the Owner submitting the plans.
  - A. A majority of the Architectural Control Committee may from time to time make amendment and/or exceptions to these restrictions, covenants and reservations without the consent of any of the Owners of any of the Lots in said Property. Such amendments and/or exceptions must be given in writing and a true copy thereof filed for public record with the County Clerk of Sandoval County, New Mexico.

ARTICLE VIII  
REPLATTING

The Declarant reserves the right to change any streets or roads or to file a replat of the plat herein above described, provided such change or replat shall conform to the rules and regulations of the County of Sandoval and the State of New Mexico and provided further that no such changes or replat shall interfere with ingress and egress of any Lot not owned by the Declarant or change the size or location of any Lot not owned by the Declarant.

ARTICLE IX  
WATER RESTRICTIONS/CONSERVATION

- A. The maximum annual water usage per household will be limited to .6 acre feet per household per year or 195, 510.6 gallons per year. 16,292.55 gallons per month. 160 gallons per day per person plus 132 gallons per day for outdoor landscaping.
- B. The only land use permissible is residential use. Agricultural uses are not permitted. Commercial use is not permitted except home occupations of the Lot owner

if conducted in the home or studio and in compliance with rules and regulations of any state or local government having jurisdiction over the Subdivision. Homes in the Subdivision must meet landscape and water conservation standards required by Appendix A to Land Subdivision regulations of Sandoval County, and Section 6 of The Water Conservation and Quantification of Water Demands in Subdivisions: A Guidance Manual for Public Officials and Developers, Brian C. Wilson, P.E., New Mexico State Engineer Office, Technical Report 48, February 1996. Those standards include requirements for use of low water plumbing fixtures and appliances and limitations on landscaping.

B. Water Conservation plumbing fixtures are required by the National Energy Policy Act of 1992 (NEPA). The fixtures and appliances below are in conformance with the NEPA standards. Where there is a conflict between NEPA and standards and these Rules, the more restrictive shall apply.

- C.1. Toilets shall be of a type designed for use no more than 1.6 gallons per flush.
- C.2. Showerheads maximum flow rate shall not exceed 2.5 gpm.
- C.3. Kitchen and bathroom faucets maximum flow rate shall not exceed 2.5 gpm, and 2.0 gpm faucets for bathroom sinks.
- C.4. Insulation of hot water pipes is required.
- C.5. Evaporative coolers that recirculate bleed-off water is required.
- C.6. Low-water use dishwashers which require no more than 13 gallons in regular cycles, and have a cycle adjustment which reduces the water use for small loads is required.
- C.7. Installing a point-of-use water heater which produces hot water instantaneously is recommended; especially isolated hot water uses at some distance from a centralized hot water source.
- C.8. Low-water use washing machines which require no more than 43 gallons in the regular cycle and 53 gallons in the permanent-press cycle, and have a cycle or water-level adjustment which reduces use for small loads is required.
- C.9. If water softeners are proposed, they must utilize an electronically controlled "on demand" system and use potassium chemicals rather than sodium. Use of magnetic fluid conditioners, which do not require chemical are strongly urged.
- C.10. Any swimming pool, hot tub, landscape pond or other water feature which holds more than 500 gallons of water must be filled or refilled from a water source outside the Subdivision.
- C.11. Each Lot Owner is encouraged to capture water from roofs and hard surfaces in order to utilize water for landscaping or to design storm water structures on the lot which enhance the opportunity to recharge the aquifer.
- C.12. Water Association will be formed. For Association membership

information, see Attachment Exhibit A.

ARTICLE X  
TERM OF RESERVATIONS

The reservations, easements and conditions contained herein shall be deemed covenants and restrictions running with the land and shall be binding on all parties and all persons claiming under them until January 1, 2032, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by a vote of a majority of the then Owners of the Lots of the Property, it is agreed to modify, amend or terminate said covenants and restrictions in whole or in part; provided, however, that the reservations contained herein may not be modified or terminated without the written consent of the Declarant.

ARTICLE XI  
REMEDIES FOR VIOLATIONS - INVALIDATIONS

- A. The event of a breach or violation of any of these covenants and restrictions, other Lot Owners, individually, or any member of the Architectural Control Committee shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them to recover damages for such breach, or both.
- A. Any delay or omission on the part of any member of the Architectural Control Committee, or of the Owners of other Lots in the Property in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or conditions herein contained, shall not be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, its successors or assigns, or against the members of the Architectural Control Committee, for and on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of any of said covenants, restrictions or conditions.
- A. The Architectural Control Committee or the Declarant or any of their representatives, successors or assigns shall have the right, whenever there has been built on any Lot any structure which is in violation of these Protective Covenants and Building Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass.
- A. These restrictions shall be held to be the minimum standards to insure the proper use and appropriate development and improvement of the herein above described real property. Where these restrictions impose a greater restriction upon the use of land or structures than is imposed by any present or future city, county or other municipal ordinances or laws, the provisions of these restrictions shall control. Where any present or future city, county or other municipal ordinances or laws impose a greater restriction upon the use of land or structures than imposed by the present restrictions, the city, county or other municipal ordinances and laws control.

ARTICLE XII  
MODIFICATION, AMENDMENT, OR TERMINATION OF RESTRICTIONS

These Protective Covenants and Building Restrictions may be modified, amended or terminated for the purposes hereinafter set forth by the Declarant for so long as the Declarant continues to own at least one (1) Lot in the Property and thereafter by written consent of the Owners

owing seventy-five percent (75%) of the Lots in the Property, which amendments shall be effective upon recording with the Sandoval County Clerk's Office. It is the purpose of this article to recognize that future circumstances or events may create a need or desirability in whole or in part for modification, amendment or termination of such restrictions in furtherance of the general purposes for which such restrictions have been established. In particular, such future circumstances or events may include amendments necessary to satisfy the request of any governmental entity, including, but not limited to, the United States Department of Housing and Urban Development, the United States Corps of Engineers, the United States Environmental Protection Agency, and the United States Advisory County on Historic Preservation. No such modification, amendment or termination shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Clerk of Sandoval County, New Mexico.

IN WITNESS WHEREOF, the undersigned have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

La Mesa Roja Subdivision

By: \_\_\_\_\_  
Its: Manager