

PROTECTIVE COVENANTS

Outlaw Hideaway _____, 200__

“Protective Covenants”

THE UNDERSIGNED, _____, sole owner of the following described premises, do hereby covenant, declare, and agree that the following restrictive and protective covenants shall become in full force and effect and binding upon the undersigned owner, their heirs, assigns and grantees, and all future purchasers, their heirs, assigns and grantees, of lots in said premises and upon each and every lot of the following described subdivision of real estate situate in the County of Grant, State of New Mexico, to-wit:

"Outlaw Hideaway"

A rural-residential subdivision situate within the corporate boundary of the Town of Silver City, Grant County, New Mexico, according to the survey and plat made thereof made by William U. Miller, Surveyor, the same having been filed for record in the office of the County Clerk, of Grant County, New Mexico, _____, 200__, in Book _____ of Plats at Pages _____.

- 1.) **PURPOSES:** The purposes of these covenants are to insure the use of this property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community, and thereby to secure each lot owner of the full benefit and enjoyment of his property with no greater restriction on free and undisturbed use of his lot other than is necessary to insure the same advantages to other lot owners; and to all only that use which is consistent with these covenants, whether or not the same are embodied in the conveyance or other instruments affecting the title to the property.
- 2.) **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 3.) **ENFORCEMENT:** Should the owner and/or tenants, on any lot or lots in **Outlaw Hideaway** violate any of the restrictive covenants and/or conditions herein, and thereafter refuse to correct same and to abide by said restrictions

and conditions herein, then in such event, any owner or owners of any lot in the subdivision may institute legal proceedings to enjoin, abate, and/or correct such violation or violations and the owner of the lot or lots permitting the violation of such restriction and/or conditions shall pay all attorney's fees, court costs and other expenses necessarily incurred by the person initiating such legal proceedings to maintain and enforce the said restrictions and conditions. Said attorney's fees and costs to be fixed by the court, and only if the court feels reimbursement is due. It is further agreed that the amount of such attorney's fees, court costs and other expenses allowed and assessed by the court, for the aforesaid violation or violations shall become a lien upon the lands as of the date of the legal proceedings were originally instituted. Said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate.

4.) **LAND USE AND BUILDING TYPE:**

The following apply to all of the lots within **Outlaw Hideaway**:

- a.) Only ONE (1) single family dwelling is permitted on each lot.
- b.) No dwelling or structure on any lot shall be nearer to the front lot line or nearer to the side street line than twenty-five (25) feet. There will be a ten (10) foot set back from side lot lines. For the purpose of this covenant, eaves, steps, and porches are part of the building or structure.
- c.) No lot shall be re-subdivided.
- d.) All household sewage disposal systems shall be constructed and maintained according to New Mexico Environmental Improvement Agency specifications and regulations.
- e.) No excavation shall be made on any said property for the purpose of obtaining sand, rock, clay, dirt, or gravel, whether for profit or otherwise.
- f.) If more than one motor boat, house boat, or similar water borne vehicle and more than one travel trailer or motor home is maintained, stored, or kept on any lot, then the additional boats, trailers and motor homes must be housed completely within a structure and not be seen from any location.
- g.) In attempt to control the type and kind of vehicles to be parked at each residence, the following covenants apply:
 - 1.) No busses, semi-trucks, semi-trailers, or similar vehicles or equipment will be permanently parked on any lot.
 - 2.) No vehicles, boats, trailers, equipment, or recreational vehicle is to be parked that is not complete, not in reasonable appearance, with aired tires and appearing to be in an operable condition.
 - 3.) No major vehicle repair or vehicle overhaul is to be allowed unless it is housed completely within a structure and not seen from any location.

- h.) No obnoxious or 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.
- i.) All lot owners are responsible for maintaining reasonably good repair and appearance of any structure on this lot. All landscape plantings and all yard decorating is to be of appearance and condition that normally is acceptable to most neighbors.
- j.) No structure of a temporary character, trailer, recreational vehicle, automobiles not in use, basement, tent, shack, garage, barn, or other outbuilding shall be placed or used on any lot at any time as a residence either temporarily or permanently.
- k.) No lot shall have its elevation or grading modified from its natural state other than to construct the building pad for the dwelling or outbuilding, to construct feasible vehicular access to the dwelling or outbuilding, or to provide off street parking. No lighted arenas will be allowed.
- l.) No sign, poster, display, billboard or any other advertising device of any kind shall be displayed to the public view on any lot except:
 - 1.) One professional sign of not more than twelve square feet advertising a lot in the Subdivision for sale or rent.
 - 2.) Signs of no more than 32 square feet advertising by any one owner the sale of 10 or more lots in the Subdivision.
 - 3.) One sign per lot of no more than 12 square feet used by a builder to advertise on a lot in the Subdivision during the construction period.
 - 4.) Decorative mailbox signs not exceeding 1.5 square feet in area.
- m.) No lot or portion thereof shall be used in whole or in part for the storage, or dumping of rubbish of any character whatsoever; nor for the storage of any property or thing that will cause such lot to appear in an unclean, or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors; or, that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All garbage shall be disposed of or hauled off to an officially designated dump site. There is to be no burning of rubbish, trash, or garbage at any time on any lot.
- n.) The exterior construction of any dwelling, residence, barn, garage or outbuilding placed or erected on any lot must be of new materials which consist of brick, brick veneer, stucco, stone, mission stone, wood, or metal designed for siding, or combination of the above and permitted under the New Mexico Uniform Building Code.
- o.) No washing machine, dryer, freezer, refrigerator, car bodies, machinery, nor any tools or objects which can be construed as detracting from the appearance of the lot shall be exposed, but shall be placed in a suitably roofed and closed structure of new material only.

- p.) No objects or materials (including tires) not component as part of the home, except antennas, air conditioners and solar collectors may be maintained on roofs of the residence, auxiliary structures, outbuildings, canopies, awnings, porch covers, or barns.
- q.) All on-site construction shall be completed within ten (10) months from the start thereof.
- r.) Dogs, cats or other household pets, within reason, may be kept, provided they are not bred or maintained in order to obtain a profit or for any commercial purposes. Pet owners are required to maintain current registration and vaccination record for all household pets.
- s.) Lot owners will be held to current City Land Use and Zoning code concerning the possession of, and/or raising of livestock on the lot. Youth 4-H and FFA projects that involve swine, sheep, rabbits, or poultry are permitted provided that they, and their pens, are kept clean and do not become a site or odor nuisance to other lot owners within the subdivision, and that they are permitted according to current City Land Use and Zoning Code. All animals must be kept penned and not allowed to destroy or greatly alter the natural grasses of the property.
- t.) Only site built homes will be allowed within **Outlaw Hideaway**.
- u.) Single family site built homes must be no smaller than 1600 square feet of living space. This does not include garages, car ports, porches, or patios.
- v.) All outbuildings, auxiliary structures, garages, carports and barns must be constructed of a material and color in harmony with the main dwelling.
- w.) All lots are subject to on-lot ponding for the amount of subsequent watershed that is created by any and all impermeable surfaces including, but not limited to, rooftops, patios, decks, sidewalks, carports, recreation areas and concrete or asphaltic driveways. All subsequent water shed shall be maintained within the setback limits of each lot, and not allowed to enter or flow down the roads or rights-of ways of **Outlaw Hideaway**. Ponding and retention technique is left to the discretion of the lot owner, providing that it is adequate and properly maintained. Failure to maintain on-lot ponding and retention of watershed from Subdivision roads and rights-of ways will result in a breach of this covenant.

- 5.) **BREACH OF COVENANTS:** It is further stipulated that breach of any of the foregoing conditions and covenants shall not affect any mortgage, or other lien, which in good faith may be existing at the time of any breach, upon said property or any improvements thereon.
- 6.) **INVALIDATION:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, _____ have caused these

