

DECLARATION OF PROTECTIVE COVENANTS

FOR

MISSION ESPADA – PHASE 2C

MART AND JACK, LLC. , a New Mexico corporation (Declarant), is the owner of the following described real estate situated in the City of Las Cruces (the City), County of Dona Ana (the County), State of New Mexico (the Subdivision).

Lots 14 through 17 in Block A, Lots 1 through 4 in Block C, and Lots 15 through 33 in Block C, being part of the Mission Hills Master Plan in the west 1/2 of section 3, T.23S., R.2E., N.M.P.M. of the U.S.G.L.O. SURVEYS, CITY OF LAS CRUCES, NEW MEXICO DATED AUGUST 28, 2017.

Declarant has established a general plan for the improvement and development of the Subdivision and desires to impose certain protective covenants and restrictions on the Subdivision in accordance with that plan.

**1. TERM. The Subdivision is hereby made subject in this Declaration, which shall run with the land and shall be binding upon all persons owning the Lots or claiming under them until January 1, 2037, after which time this Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change, alter or remove this Declaration in whole or in part.**

**2. ENFORCEMENT. If any Owner of a Lot shall violate any provisions of this Declaration, it shall be lawful for any other Owner of a Lot or Declarant to maintain an action at law or in equity against the person or persons violating any provision of this Declaration, and either to prevent such person or persons from doing so, or to recover damages for such violation or both, or require removal of the offending structure or improvement.**

3. **PURPOSE.** The purpose of this Declaration is to insure the use of the Lots for attractive residential purposes only; to prevent nuisances, to prevent any impairment of the attractiveness of the Subdivision; to maintain the desired tone of the Subdivision and thereby to secure for each owner the full benefit and enjoyment of such Owner's Lot, with no greater restrictions on free and undisturbed use of such Lot than is necessary to insure the same advantage to the other Owners; and to allow only that use which is consistent with this Declaration. A deed of a Lot may contain this Declaration by reference to this Declaration, but whether or not such reference is made in such deed, each and all provisions of this Declaration shall be binding upon the grantee and its heirs, successors and assignees.

4. **LAND USE AND BUILDING TYPES.**

(a) All Lots are declared to be residential Lots, and no Lots shall be used for other than residential purposes.

(b) All dwelling units shall be erected, altered, placed or permitted on any of the Lots in Block C numbers 1 through 4, or Block C numbers 15 through 33 should have a fully enclosed living/heated area of not less than 1800 square feet, exclusive of garage and porches.

© All dwelling units shall be erected, altered, placed or permitted on any of the Lots in Block A numbers 14 through 17 should have a full enclosed living/heated area of not less than 2500 square feet, exclusive of garage and porches.

(d) No trailer, shack, barn, or similar temporary building may be maintained on any Lot for the long-term habitation of persons therein. No mobile home, pre-fabricated or manufactured dwelling may be maintained on any Lot. No carport shall be maintained on any Lot. Each dwelling shall have a minimum of two- car garage.

(e) All buildings constructed in the Subdivision shall be in conformance with the Development standards of the city, as developed and enforced by the same, and said

standards are incorporated herein by reference. All structures shall be constructed of frame and stucco, adobe and stucco, or other such surface and material as may be authorized by the Design Review Committee. No siding shall be permitted. Garages and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No storage building that is not an improvement (because it is not permanently affixed to Lot) shall not be allowed on the Lot. Any additional building on the Lot must look like the home that is built on the Lot. Only earth tone colors and white exterior surface materials shall be used for any Dwelling, accessory structure, wall or fence. The only types of architecture that shall be Permitted within the Subdivision are:

New Mexico Traditional

Mediterranean

Spanish Colonial/Mission

Las Cruces Traditional, Pueblo, Territorial

Southwest Mission

Tuscan

(f) The roof of each dwelling may be constructed with or without a pitched roof or combination of pitch, hip, and flat roof designs. Barrel tile-like materials shall be required as the finished surface material on any pitched or sloping effect, a layer effect, and a longer lasting and more durable roof. Any roof mounted equipment shall be screened and hidden from view from the line of sight from any public place, street, or adjoining Lot, as determined by the Design Review Committee.

(g) The grading plan for the Subdivision (the "Grading Plan") showing finished elevations Of areas to be graded, paved areas, building sites, water retention or detention areas, retaining Walls and other structures has been approved by the City. The Grading Plan shall be referred to In determining the location of a dwelling on a particular Lot. No building shall be placed outside Of the building sites on the Grading Plan without the consent of the City and by the Design Review Committee.

(h) No grading, land filling, excavating, or other alteration shall be done except pursuant to the Grading Plan or revision thereof approved by the City and by the Design Review committee. The approved grade level of any ponding area may not be altered without the prior written consent of the City and the Design Review Committee.

(i) Single-story structures are encouraged. Two –story may be constructed on Lots 15 through 25, and lot 19 of Block C with the prior written consent of the Design Review Committee. Maximum number of stories of any dwelling in the Subdivision shall be two stories.

(j) The color of roof tiles on structures in the Subdivision must be earth tone. The color of the stucco on structures in the Subdivision must be white or earth tones.

#### 6. APPROVAL OF PLANS

(a) Architectural Approval. Complete plans and specifications for all “Improvements” (defined below), with exterior elevations and a site plan showing the location of the Improvements, all drawn to scale of 1”=20’ or larger, must be approved in writing prior to the commencement of any construction or development activities of such improvements within the Subdivision. Two sets of plans and specifications and the following described documents that are applicable to the type of Improvements proposed to be made shall be submitted, one to be retained by the Design Review Committee and one returned to Owner of the Lot:

(1) Site Plans. Indicate proposed building footprint, set backs, property boundaries and easements, utility locations, areas of cut and fill, drainage, driveways, sidewalks, decks, and other proposed improvements. Drawn at 1’=20’ or larger:

(2) Floor Plan

(3) Elevations. Indicate the exterior appearance of all views, labeled in accordance with the site plan. Height of chimneys as compared with the ridge of the roof. Natural and finished grades of all elevations of all views. Describe all proposed exterior materials, color and finishes.

(4) Building Section.

(5) Landscape Plan. A plan for front landscaping should be included with the site plan

drawing. Include plant materials with size and condition, rock outcroppings, decks or patios, service yards, driveways, all existing trees (if any), proposed fences or walls, with detailed description of the construction, exterior lighting locations and coverage areas.

(b) "Improvements" shall mean, collectively, the following items and activities within the Subdivision:

- (1) Staking, clearing, landscaping, excavation, grading or other site work;
- (2) Buildings, including storage and accessory buildings, structures and improvements;
- (3) Exterior additions, changes or alterations of any nature to the Lots, buildings or other existing improvements, including, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications;

(c) Construction. No Owner or any other person or entity shall commence, erect, or maintain and Improvements within the Subdivision until complete plans and specifications for such Improvements have been approved, in writing, by the Design Review Committee. To the extent that Declarant has entered in to any written agreement with the Owner of a Lot or others regarding architectural review, approval or control for the construction of initial Improvements, the provisions of such agreement shall control and super cede and conflicting Provisions of this Declaration. The Design Review Committee may disapprove any plans and Specifications, in whole or part, and any approval of any plan or specification does not Constitute a wavier of the right to disapprove the same or similar plans and specifications Subsequently submitted.

(d) Procedure. All requests for approval shall be in writing and personally delivered to a member of the Design Review Committee. There is no fee for the review. If no Design Review Committee exists, or if the Design Review Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after submission of the information required hereby, then such plans are approved as long as the building or other structures do not Violate the other covenants.

(e) Grading. After building pads are located with respect to topography, and finish grade elevation has been approved and permitted by the City and the finish grade of the Lot has been completed, such finish grade shall not be altered, changed or disturbed, except with the prior written consent of the City.

**(f) General Restrictions.**

1. No single family residence building or any part thereof, including garages, shall be erected on any lot closer to the respective property line than as follows:

Front setback	15 feet
Garage setback	25 feet
Side street setback	15 feet
Side yard setback	5 to 7 feet
Rear yard setback	20 feet

2. Each dwelling shall have a minimum two car garage, being a minimum of 400 Square feet, and having one 16' by 7' door or two 8' by 7' doors at minimum.
3. No animals, livestock, including horses, donkeys or mules, or poultry or swine of any kind shall be raised, bred or kept on any lot. Dogs, cats or other domesticated household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and further provided they do not disturb other property owners or become a nuisance in any way.
4. Subdivision lots shall not be used for mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Subdivision.
5. Each lot owner shall be responsible for removing weeds and other debris located On such Owner's lot and for maintaining, repairing and replacing in a good state Of repair and in a neat condition all other improvements.

**7. Construction.**

**A. All construction, whether new construction, alterations, additions or exterior remodeling shall be completed in accordance with plans approved by the Design Review committee within six (6) months from start of construction.**

**B. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling, except when used as a sales office, may be moved onto a lot, except as expressly approved by the Design Review Committee.**

**8. Landscaping.**

**A. Each Owner shall be responsible for having a minimum of six (6) plants planted in the ground in the front yard of such Owner's lot no later than the issuance of a certificate of occupancy. At least one (1) of such plants must be a tree with a minimum trunk diameter of 2". Ground cover of some material is mandatory. Natural ground is not acceptable. The Review Committee has the right to determine if a certain application of ground cover is or is not adequate. Landscaping design and plant material selection shall conform to the City guidelines.**

**B. Any substantial change or alteration to landscaping must be approved by the review Committee. Excluded shall be the instance where plants, trees or shrubbery die or have been destroyed.**

**9. Limitation on Liability of the Committee. Members of the Committee or their representatives shall not incur any liability of whatever nature to any person or entity, their assigns, purchasers or personal representatives submitting plans or specifications as provided for, or to any Owner of a Lot or Lots, by reason of a mistake in judgement or discretion, of nonfeasance, or negligence arising out of or in connection with the approval, disapproval or the failure to approve any plans or specifications submitted.**

10. Powers of the Committee. The Committee shall have the power, to authorize, on a case by case basis, variances from the requirements herein contained, in cases where strict adherence to those requirements would operate to work a hardship on an owner or Owners of any Lots.

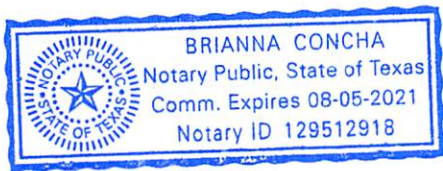
EFFECTIVE: Date June 14, 2019

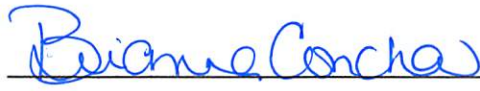
Mart and Jack ,LLC., a New Mexico Corporation

By:   
Jack Winton

Texas BC  
STATE OF NEW MEXICO  
El Paso BC  
COUNTY OF ~~DONA ANA~~

This instrument was acknowledged before me on June 14, 2019, by Jack Winton as president of Mart and Jack, LLC., a New Mexico Corporation.





Notary

8-5-2021

Date Commission Expires

Declaration of Covenants for Mission Espada 2C