

**HAWKEYE CANYON ESTATES PROTECTIVE COVENANTS****I. PREAMBLE****A. PROPERTY**

There are hereby imposed upon the following described tract of land. Which are covenants running with the land and consistent with that area that private land situates north of the town of organ, Dona Ana County, New Mexico. In Section 35, Township 21 South, Range 3 East. N.M.P.M owned by Mark Burak and Anna Burak hereby commonly described as "Hawkeye Canyon Estates" as originally filed April 10, 2003, Book 413, Page 237. For legal description, see Exhibit "A".

**B. TERM HAWKEYE CANYON ESTATES**

These covenants shall run with the land for a period of time from the date hereof, until December 31, 2025. These covenants shall be automatically extended for additional ten-year periods of time after the expiration, as above provided, unless amended or modified as hereinafter provided.

**C. PURPOSE**

The purpose of these restrictive covenants is to maintain a high standard of living conditions on this land and make it a desirable residential area.

**D. ARCHITECTURAL CONTROL COMMITTEE**

To allow some flexibility in these covenants the architectural control committee is hereby designated as Mark Burak and Anna Burak, owners.

**II COVENANTS****A. LAND USE AND BUILDING TYPES**

1. The premises may not be used at any time for any business or commercial activity of any kind whatsoever.
2. That said premises, or any part thereof, may not be used, at any time as an auto salvage yard, junk yard, commercial hog or poultry farm, commercial feedlots, slaughter pens, kennels or for other noxious use of a like nature.
3. There shall not be located on any such parcel more than one site built single family dwelling together with a garage and such outbuildings as may be approved by the architectural control committee. Any approved outbuilding must be of the same architectural design as the family dwelling.
4. That the individual tracts may not be further divided into any parcel less than five acres.

Hawkeye Canyon Estates

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**SOUTHWESTERN**  
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*B. DWELLING QUALITY AND SIZE*

1. No single-family residential unit located in any tract of land shall contain less than 1600 square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in non-heated areas such as porches, garages, carports and similar unheated areas.
2. All dwellings shall be constructed in compliance with the applicable building codes and other codes pertaining to the heating, plumbing electrical work, and which codes are those in effect that cover the above-described property at the time construction commences, provided further, however, that all exterior walls of all dwellings, buildings or improvements on the property shall be of stucco or adobe and be of earth tone colors. The roof of the main residence or dwelling unit shall be surfaced with tile, gravel or shingles or other permanent type construction materials, but shall not have reflective surfaces. Garages or any other approved buildings attached to the main dwelling unit shall be constructed of a similar material.
3. All buildings shall be of ranch style, Spanish style or southwest style in design and shall be approved by the architectural control committee

*C. STRUCTURES*

1. That no trailers, mobile homes or temporary buildings, whether temporarily affixed or permanently affixed to the subject property, may be located in or on the subject property.
2. This area is designated for site-built construction.

*A. LOCATION OF STRUCTURE / TIMELY CONSTRUCTION*

1. No building shall be erected, placed or altered on any part of the above tract of land until the building plans, specifications and plot plan showing the location of such building or buildings has been approved in writing as to conformity and harmony of exterior design with existing structures located on the above tract of land and in conformity with these covenants. The architectural control committee hereinafter provided for shall have authority to designate a person or persons to review these plans and act on behalf of the committee, and the committee or the persons so designated may approve or disapprove the design and specifications which have been submitted. Should the committee refuse to approve or disapprove the proposed construction within thirty (30) days after all the above material has been submitted to it, and if no suit to enjoin the erection of such building or the making of such alteration or alterations has been commenced prior to the completion thereof, such approval shall be deemed to have been given and the structure complying with these covenants. Once construction of any dwelling or other improvements on the land has been commenced said dwelling or structure shall be

completed in a prompt and workmanlike manner, except for such delays that may be caused by acts of god, strikes or inability to obtain material, or acts beyond the control of the owners; however, financial inability of the owner or his contractor or subcontractor to secure labor and materials to complete said structure because of their inability to pay for same shall not be considered a reason or cause for the failure to complete said structure in a prompt and workmanlike manner.

2. In the event the owner should fail to complete all exterior construction of any dwelling or other building or improvements on the land within twelve (12) months after the commencement of construction, except for such periods of time that it has been unable to work on said premises because of exceptions such as acts of god, then said building shall be considered a nuisance. The signatures on these restrictions, their successors or assigns, shall have the right to enter upon the property and either remove the incompleted structure or complete same. All costs and expenses incurred in connection with the completion of same shall constitute a lien on the land upon which said incompleted building is located and shall constitute a mechanic's and materialman's lien on the property provided for by the statutes of the state of New Mexico and may be foreclosed in the manner provided for by the statutes of the state of New Mexico for the purpose of recovering such expenses advanced by the person or company completing or removing said incompleted structure.
3. No building or any part thereof, including garages, shall be erected on any tract closer than thirty (30) feet to the front property line, twenty-five (25) feet to the rear property line, and twenty (20) feet from side yard setbacks.

*B. MAINTENANCE OF PROPERTY*

1. Property shall be maintained in such a manner as to insure property values are not devalued.
2. Grounds and landscaping shall be kept neat, clean, and orderly.

*C. GARBAGE AND REFUSE DISPOSAL*

1. All trash, garbage and other waste shall be kept in sanitary containers, which shall be kept in a sanitary condition and disposed of in a timely manner.
2. No tract 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 tract 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 tract that will or might 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 surrounding property. The native ground cover and growth shall not be harmed,

destroyed or removed from any of the land, except as may be reasonably necessary for the construction and maintenance of roads, driveways, residences, garages, and other buildings.

3. Individual sewage disposal systems installed in any of the land of a type shall be approved by the New Mexico environmental improvement agency and shall comply with the New Mexico state plumbing code. Exact location on the property will be approved by the architectural control committee.

#### *A. ANIMALS*

1. Animals and livestock will be allowed for FFA and 4-H projects, excepting swine and fowl. A maximum of four (4) horses per five-(5) acre tract will be allowed. Domestic pets (cats and dogs) shall not exceed a total of four (4) grown dogs and/or cats. All young animals that have not yet been weaned from their mothers shall not be counted as separate animals.
2. For large animals kept on land. An adequate stable and fence must be constructed. Adequate facilities for the storage of hay and feed must be provided such that no hay or feed is stored outside of any stable or building. Grounds and corrals must be kept in a clean and sanitary condition at all times and free of unreasonable accumulation of manure, straw or their refuse.

#### *B. EASEMENTS/UTILITIES/ANTENNAS/TOWERS*

1. Utility services will be underground.
2. Easements shall be specified in individual recording of lots.
3. No antennas other than non-commercial TV antennas shall be allowed.
4. No radio or television transmission or receiving towers shall be erected, placed or permitted upon any tract of land. Satellite TV receiver dish shall be suitably screened.

#### *C. SIGNS*

1. No signs, advertisements billboards or other advertising structure of any kind may be erected or maintained in any of the above property nor shall an other unsightly or objectionable object be installed or maintained in the above land except that small conservative signs for the sale or rent of individual lots or dwellings may be placed on the subject property. The developer may place one (1) 5'x 6' or smaller sign at the entrance to the subdivision.

#### *D. OUTBUILDINGS/TANKS*

1. No outbuildings may be built prior to the approval of the dwelling plans and start of the construction of the house. Any large equipment of any nature, boats, campers, other trailers, recreational vehicles and similar equipment on the property shall be stored in an orderly manner. Vehicles under extensive repair, clotheslines, storage piles and construction materials shall be concealed. Outbuildings must be no larger than the principle dwelling and must not exceed 17' in height.
2. Barns, hay barns, stables. Corrals, fences and shops, may be of metal construction, must be in compliance with the applicable building codes, be of earthtone colors, and shall not have reflective surfaces. All construction shall be approved, prior to commencement of construction, by the architectural control committee.
3. Tanks for the storage of gas, propane, or diesel for residential/personal use will be allowed on the land provided installation of same complies with applicable laws, and screened sufficiently to conceal them from view.

#### *E. MINING*

1. No work or exploration for any minerals, or drilling for any minerals, or mining of any minerals, or quarrying of any rock minerals soil or material of any nature shall be conducted, nor shall any excavation of any nature be made thereof, except as may be incident to the installation of utility services, drainage lines, and septic tanks, and excavation incident to the grading and preparation of building sites, the construction of dwellings and/or swimming pools, and the grading of roads and streets.

### **II. CERTIFICATION/ENFORCEMENT**

#### *A. APPLICABILITY*

1. At the time that each of the extensions would go into effect the owners of the above described land by seventy-five percent (75%) affirmative vote be amended by said seventy-five percent (75%) duly filing an amendment of said covenants in the office of the county clerk of Dona Ana County, New Mexico.

#### *B. ENFORCEMENT*

1. Any part of the above described land shall be subject to these restrictive covenants and be subject to same for the above period of time and subject to the terms and conditions set forth herein and shall be valid and binding upon the respective grantees.

2. Invalidation of one or more of these covenants, by judge or court order or otherwise, shall in no way affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.
3. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law.

*C. CHANGES*

1. Non-liability. Neither the original owner, the architectural review committee nor their representative shall incur liability to anyone submitting plans for approval to any owner or owners or land subject to the covenants by reason of mistake in judgement, negligence or nonfeasance of itself its agents or employees, arising out of or in connection with the approval, or disapproval or failure to approve any such plans, anyone submitting plans for approval. By submitting of such plans and by acquiring any of the property covered hereby, waives claim for any such damages.
2. Each landowner has the sole responsibility to obtain testing and engineering to their satisfaction to determine the suitability of any structure being built on any parcel.

Exhibit "A"

- The E ½ of the SE ¼ of N1/2 of W1/2 of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 1, Hawkeye Canyon Estates. (Book 20, Page 444-445, Dated 10/03/03)
- And
- The W ½ of the SE ¼ of N1/2 of W1/2 of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 2, Hawkeye Canyon Estates. (Book 20, Page 444-445, Dated 10/03/03)
- And
- The E ½ of the SW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 3, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)
- And
- The W ½ of the SW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 4, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)
- And
- The W ½ of the NW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 5, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)
- And
- The E ½ of the NW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 6, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)
- And
- The W ½ of the NE ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 7, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)
- And
- The E ½ of the NE ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 8, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

Together with a 50-foot easement for access to such properties; and 12-foot underground utility easement outside access easement; and ten foot lot line utility easements; and drainage easements as shown on the Plat.

Dated this 30<sup>th</sup> day of August 2004.

Mark Burak  
Mark Burak

Anna Burak  
Anna Burak

STATE OF NEW MEXICO }

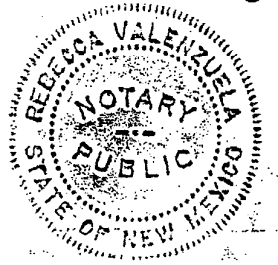
} ss.

COUNTY OF DONA ANA }

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August by Mark Burak and Anna Burak, Owners of Hawkeye Canyon Estates

Rebecca Valenzuela  
Notary Public

My Commission Expires:  
7-18-2005



Hawkeye Canyon Estates

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*Robert A. Atteberry*  
Robert A. Atteberry

*Laurie E. Atteberry*  
Laurie E. Atteberry

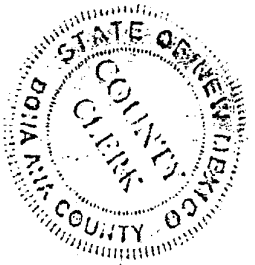
STATE OF NEW MEXICO }  
COUNTY OF DONA ANA }

This instrument was acknowledged before me this 15<sup>th</sup> day of October, 2004, by Robert A. Atteberry and Laurie E. Atteberry.



*Veronica M. Young*  
Notary Public

My commission expires: 8/30/05



State of New Mexico  
County of Dona Ana, ss 34197  
RECEPTION NO.

I hereby certify that this instrument was filed for recording and duly recorded on

OCT 19 2004

at 4:00 o'clock P M

Book 558 Page 1277-1277  
of the Records of said County.

Rita Torres, County Clerk  
By *[Signature]*