

October 29, 1975 the Declaration of Restrictive Covenants for Buena Vida Subdivision, Unit 1 was recorded with Chaves County Clerk's Office, Book 156, Page 47.

April 18, 2003 the Declaration of Amendments to Restrictive Covenants for Buena Vida Subdivision, Unit 1 was recorded with the Chaves County Clerk's Office, Book 459, page 543.

Original Covenant altered by the Amendments will remain in the body of the text but with a line drawn through them. Amended portions will be indicated in **bold type**.

DECLARATION OF RESTRICTIVE COVENANTS
FOR
BUENA VIDA UNIT I

KNOW ALL MEN BY THESE PRESENTS:

United Continental New Mexico, Inc., a New Mexico corporation, being the owner of all of the real property described upon Exhibit "A" attached hereto, and made a part hereof by reference, in order to provide for a general scheme for the development, use and sale of such real property, does by these presents impose upon all of said land the following covenants and restrictions, which shall run with the land and be binding upon and inure to the benefit of all present and future owners of the land, and all persons claiming to be under them. By the execution and recording of this document, the undersigned owner does hereby rescind, cancel, withdraw, and terminate the effect of, all prior recorded Protective Conditions, covenants, and Restrictions upon the lands covered hereby, and substitutes the following, to wit:

1. These covenants and restrictions, from and after the date upon which three-fourths of the tracts to be sold to the public in Unit I have been sold and are held by purchasers, may then be amended at any time by the vote of the owners of record of the majority of all tracts in Unit I. Where more than one person owns a lot, or an interest therein, the concurrence of all such owners within such a tract shall be necessary to vote for such amendment. Each tract shall be entitled to one vote.
2. Each tract shall be used for residential purposes only. Upon any tract containing five (5) acres or more, such residential purposes may include the keeping of horses; cattle; chickens and other fowl; and dogs and cats. Residential purposes shall also include garages, storage buildings, sheds, and such other structures as may be desirable for country living, whether or not the tract contains five (5) acres or more.
3. The ground floor area of the main residence on each tract, exclusive of one-story porches, carports, and garages, shall not be less than ~~800~~ **1,400** square feet.

4. Utilities, buildings, pens, or other improvements shall not be constructed so as to interfere with the easements for utilities, drainage, roadways, and access thereto.
5. After December 31, 1978, no structure of a temporary character, or trailer, tent, shack, or other similar structure shall be permitted, either temporarily or permanently. **(Except as provided for by No. 11 below).** After such date, no structure, other than a fully completed residence, shall be used as a residence. This paragraph, however, shall not be deemed to prohibit a temporary sales or construction office of United Continental New Mexico, Inc. or its successor in interest, or a temporary building used by a building contractor.
6. No manufacturing, commercial or business operation other than arts, crafts or professions operated solely by members of a family occupying a residence shall be conducted. No advertising billboards or similar nuisances shall be allowed on any tract, nor shall any tract be used for a purpose which may endanger the health or unreasonably disturb the owner of any other tract. **Private power generation will be acceptable as long as its sight, sound or emissions are not offensive to surrounding residents and do not violate prevailing governmental environmental standards.**
7. No building shall be located on any tract nearer than twenty-five (25) feet to the front tract line; or nearer than ten (10) feet to any side tract line, except that as to a corner tract this shall be twenty-five (25) feet. No building shall be closer than thirty (30) feet to the rear line of any tract. No building shall be nearer than ten (10) feet to any easement line.
8. No lot shown upon the original plat, which was recorded in the office of the County Clerk on November 29, 1972, shall be split and divided in ownership, unless prior approval of each such case is given by the Board of County Commissioners of Chaves County. These Restrictive Covenants shall continue to be applicable to any such divided area.
9. All garbage, trash, and refuse shall be deposited in the refuse disposal site furnished by United Continental New Mexico, Inc. **the responsibility of the tract owner. No open trash burning allowed.** No offensive activity or condition may be created or permitted to exist on any tract which may become an annoyance or nuisance to the neighborhood. **Materials that are subject to being blown around must be contained or placed in a shed. Machinery and vehicles that are inoperable or unusable must be placed in a shed or hauled off so as not to deter from the esthetic appearance or cause devaluation of the property and surrounding area.**

10. No residence shall be constructed lower in elevation than six (6) inches above the fifty-year return period for storm run-off.
11. **An Architectural Committee is hereby established, which shall be composed of the Board of Directors, or not less than five (5) nominees appointed by such Board, of Buena Vida Improvement Association, Inc., a New Mexico corporation. The Architectural Committee shall be furnished a copy of such plans as it may require for all structures to be constructed upon Buena Vida No. 1, prior to beginning any such construction.**

“Structures” is defined as everything which shall be built or constructed upon the land above ground level, except fences. The Committee’s written approval of all structures shall be first obtained before starting any structure. Approval shall be given by the Committee to any structure which complies with these Restrictive Covenants and is permanent in nature, and is in conformance with applicable local, state, and federal building codes and the esthetic of attractive country home living.

The Committee shall approve no titled, movable or modular homes. The Committee may approve untitled homes of modular construction type, installed upon a permanent foundation. No pre-used structure of any kind shall be brought into Unit No. 1 for use without prior written approval of the Committee. While erecting a permanent residence, permission by the Committee may be granted for use of a temporary living facility, such as a trailer, motor home, etc. Use of such a temporary living facility shall not exceed a period of six (6) months from the date of the building permit. The Association shall give this permission in writing upon request.

The members of the Architectural Committee shall have absolute discretion in making all decisions which it believes are necessary to made under these Restrictive Covenants, and neither the Committee nor its members shall ever be held liable for any act or omission unless occasioned by bad faith.

Should the Committee fail to act upon any plans submitted, or request necessarily made under these covenants, within thirty (30) days after receipt, then the plans or request shall be deemed approved by the Committee.

12. If the undersigned **or current** or any subsequent owner of any portion of Buena Vida Unit 1 shall violate any of the foregoing covenants and restrictions, then the undersigned or any person or persons owning any

portion of said property may enjoin or abate such violation by appropriate action of law or inequity, or both, in which event the prevailing party shall recover costs incurred, together with a reasonable attorney's fee.

13. In the event that one or more of the restrictive covenants and conditions set forth herein be held by a court of competent jurisdiction to be null and void, then all remaining covenants and restrictions herein shall continue unimpaired and remain in full force and effect.

IN WITNESS WHEREOF, this [original]
document was executed this 29th day of
October, 1975

UNITED CONTINENTAL NEW MEXICO, INC.