

13144

RESTRICTIVE COVENANTS
 APPLICABLE TO
 UNIT 21, BLOCK
 LINCOLN PARK SUBDIVISION
 AN ADDITION TO THE
CITY OF HOBBS, LEA COUNTY, NEW MEXICO

**STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED**

OCT 20 2005
 at 10:38 o'clock AM
 and recorded in Book _____
 Page _____
 Melinda Hughes, Lea County Clerk
 By MB Deputy

KNOW ALL MEN BY THESE PRESENTS:

Plains Development Co. being the owner and developer of Unit 21, Lincoln Park Subdivision, an Addition to the City of Hobbs, Lea County, New Mexico, and more particularly described as:

Lots 1 thru 36, Unit 21, Lincoln Park Subdivision, Addition to the City Of Hobbs, Lea County, New Mexico.

Do hereby make and establish for said lots the following Restrictive Covenants, which Restrictive Covenants shall run with the land in said addition and shall be binding upon all parties hereto, and all persons claiming by, through and under them until July 1, 2024, at which time such Covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the said lots it is agreed to change said Covenants in whole or in part. The developer, Plains Development Co. or its assigns shall retain the right to enforce these covenants.

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building plot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use at the plot. No carports shall be permitted.

B. No trade or business shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock of any kind or class whatsoever shall be maintained on said property.

C. No structure of a temporary character, trailer, mobile home, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Out buildings such as storage buildings must be constructed to be substantially like the home. Exterior walls shall be of masonry construction, including but not limited to brick, stone veneer, stucco, or synthetic stucco. Temporary construction or sales offices/model home shall be excluded from this provision until all lots are built upon.

D. No dwelling shall be constructed excepting with arrangements being made for disposal of sewage through direct connection with existing sanitary sewer.

E. No structure shall be inhabited until and unless sidewalk is constructed in front (and side on corner lots) thereof that conform in all respects to the remainder of the land described.

F. No structure unfinished as to exterior only shall be permitted to remain on any lot for a period exceeding nine (9) months from the date of construction commencement.

G. All lots shall have fences of at least 48 inches in height on three sides (back and both sides) of stucco, cinderblock, concrete, brick-veneer, or rounded, peeled pole stockade-type wood construction, wood slat, or combination thereof. Such fence shall be located at least 30 feet behind the front property line. Any fences or landscape walls closer than 30 feet behind the front property line shall be no higher than 24 inches high.

H. No trailer, mobile homes, travel trailers, foldout or tent campers, motor homes or camper-type recreational units, either self-powered or trailer type, boats or trailers, shall be stored on the property at a point or place nearer to the street than 25 feet from the curb line of any lot. No trucks of a size exceeding 15,000 pounds gross vehicle weight or more than 23 feet in length shall be parked on or adjacent to the front street side of the property. Temporary construction or sales offices shall be excluded from this provision until all lots are built upon.

I. No building shall be located on any building plot nearer than 20 feet nor more than 30 feet from the front property line.

J. Each main structure shall face the street. The main structure shall not face the alley. A garage may face the alley.

K. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1050 square feet in the case of a one-story structure. The finished living area of a one and one-half or two story structure shall not be less than 1500 square feet.

L. The exterior walls of all dwellings shall be of masonry construction, including but not limited to brick, stone veneer, stucco, or synthetic stucco.

M. Dwellings may be constructed on the property line so long as the structure does not encroach on the adjacent lot and the owner of the lot adjacent to the proposed "zero lot line" wall concurs in writing prior to construction. Eave lines shall not be considered encroachments.

N. Two dwellings (and no more) may be constructed with one common wall between them provided all building codes are observed in the construction.

O. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the developer or any person or persons owning any of the real property described above to prosecute any proceedings at law or in equity against the person or persons owning any of the real property described above to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to prevent him or them from doing so and/or recover damages for such violation together with the costs of any enforcement action. Such damages shall include not less than the sum of \$100.00 per day for each day that a violation continues to exist commencing 15 days after a written notice of such violation and request that is be discontinued has been delivered or mailed to the alleged violator by any person entitled to enforce these covenants. Such assessment is designed to encourage enforcement and may be imposed regardless of economic damage caused by such breach.

