

Restrictive and Protective Covenants Covering Luna Estates Subdivision

Juan R. & Eva Luna are the Owners of the following described real property, All Lots in the Luna Estates Subdivision (N½ NE¼ SE¼ SW¼ of section Two (2), Township Twenty Four (24) South Range Nine(9) West, N.M.P.M Luna County, Deming New Mexico according to the plat thereof on file in the office of the Luna County Clerks office, hereby make the following Declaration as to the Limitations, Restrictions and Usage of these Lots. These covenants shall be deemed to run with the land.

The following restrictions are designed for the purpose of keeping the above referenced lots desirable, uniform and suitable for and to create, preserve a single family dwelling area.

A. No building, except a private dwelling house with necessary outbuildings, including a private garage shall be erected, placed or permitted on the property or any part thereof and such dwelling house permitted thereon shall only be used as a private residence.

Accessory buildings, which are not part of the main structure (barns, sheds, detached garages, etc.) will be allowed as long as they are placed behind the main dwelling and are neat in appearance. There shall be no occupation conducted on the premises which will involve the actual sale of goods. Such property shall not be used for storage of inventory or storage of commercial equipment.

B. Each single family residence shall be a minimum of 1,900 Square feet of finished Heated Living Area, exclusive of attached garage or carport, outside storage, porches, patios and breezeways. Two story dwellings are permitted and shall have a minimum of 1,900 square feet of finished, living area on the ground floor. No building shall exceed two stories in height. Any construction of any dwelling including Block Wall Fence, Front Yard Landscaping, 5' Ft Front City Sidewalks shall be installed in front of the property at the time of construction and shall be substantially completed without delay, within One Hundred and Eighty (180) Days from the date such construction is commenced. Metal siding shall be prohibited on residential buildings. All structures on said lots shall be of new construction and no building or other structure shall be removed from any other location onto any of the said lots.

C. No Mobile Homes, Manufactured Housing, Pre-Fabricated Buildings, Modular Homes, Storage Trailers shall not be situated on the subject property either temporarily or permanently. All RV Trailers, Boats, and Utility Trailers may be parked or stored behind the dwelling and/or shall not be occupied, lived in or used as rental units.

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KAREN SMYER, CLERK
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BY DORINDA

D. All outbuildings, storage sheds, guest homes, barns shall be completely finished on the outside and exterior finishes shall be of the same texture and color scheme; no cardboard, celotex or other paper products shall be used for the exterior finish of any building. No out buildings of flimsy or temporary construction shall be erected. All buildings and other structures shall be kept in a state of repair and all residences, Garages and outbuildings shall be painted or stained from time to time so as to maintain a reasonable state of repair.

E. The storing of junk or inoperable automobiles, trash, junk, toxic or obnoxious materials are prohibited.

F. No part of any lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered containers concealed from public view and shall be periodically emptied off the premises by the owner or by a refuse service.

G. All areas within the subdivision are subject to the zoning code of the city of Deming, City Code. Subject to Zone "A-1" Regulations within the City Limits. The Sub-divider will be responsible for all necessary maintenance for the storm water drainage ponds until all Twelve (12) lots in the subdivision are sold. Thereafter, the City of Deming shall inspect and assume responsibility for the storm water drainage ponds, and shall levy a \$25.00 Annual Maintenance Fee as amended, on each lot to be paid by each individual lot owner as provided by ordinance and subject to subsequent fee amendments.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that the usual household domestic animals shall be allowed; namely dogs, cats, or other household pets; Provided that no animal permitted to be kept shall be kept, bred or maintained for any commercial purpose, or in excessive numbers or so as to constitute a nuisance by reason of noise, obnoxious odors or otherwise.

I. Fences: Brown Cafe Block wall fences shall be erected or built around each lot. Block fences must be in place at time of closing or occupancy by the owner.
Height Limitation: No Fence or wall shall be higher than 3 Ft above ground level on that portion of any lot which is within 30 Feet of the intersection of 2 or more streets.
No Fence or Wall with a height exceeding six feet (6'ft) above the ground level shall be allowed, per City Code and any further restrictions.

J. No Signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period will be permitted. Such Signs shall be removed when the home is sold or occupied.

K. Enforcement of Restrictions

Remedies for violations. For a violation or a breach of any of these covenants and restrictions by any person, the sub-divider, and the lot owners, or any of them severally, may at their option proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the forgoing right, the sub-divider, so long as they own any land within the subdivision, may at its option in the event of the construction of any structure which is in violation of these restrictions, enter upon the property where the violation of these covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the covenants shall not bar their enforcement. Attorney Fee's and Court Cost Shall be paid by the defendant/violator in the event of Judgment must be And is, obtained to enforce these covenants or any breach thereof.

The invalidation of any one or more of the covenants by any court of competent jurisdiction shall not affect any of the other covenants, but they shall remain in full force and effect. Once the subdivision lots are developed and sold , the sub-divider shall have no authority or standing to enforce these covenants and restrictions. These covenants may be amended at any time by written approval of Seventy Five (75%) of the property owners in the above described area. Thereafter, an appropriate amendment to the covenants shall be filed at the Luna County Clerk office.

Witness our hands and seals this 24th day of January 2008.

Juan R. Luna
Juan R. Luna, Owner

Eva Luna
Eva Luna, Owner

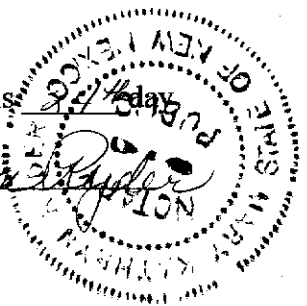
State of New Mexico)
: ss.
County of Luna)

The foregoing instrument was acknowledged before me this 24th day
of January, 2008.

My Commission Expires:

October 31, 2008

Mary Kathryn Snyder
Notary Public



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LUNA COUNTY - NM
KAREN SMYER, CLERK
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BY DORINDA

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AMENDED MARCH 6, 2015

Juan R. & Eva Luna are the Owners of the following described real property, All Lots in the Luna Estates Subdivision (N½ NE¼ SE¼ SW¼ of section Two (2), Township Twenty Four (24) South Range Nine(9) West, N.M.P.M Luna County, Deming New Mexico according to the plat thereof on file in the office of the Luna County Clerks office, hereby make the following Declaration as to the Limitations, Restrictions and Usage of these Lots. These covenants shall be deemed to run with the land.

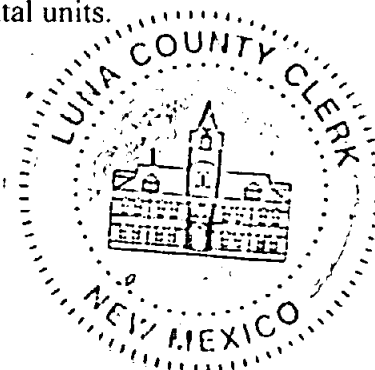
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B. Each single family residence shall be a minimum of 1,600 Square feet of finished Heated Living Area, exclusive of attached garage or carport, outside storage, porches, patios and breezeways. Two story dwellings are permitted and shall have a minimum of 1,600 square feet of finished, living area on the ground floor. No building shall exceed two stories in height. Any construction of any dwelling including Block Wall Fence, Front Yard Landscaping, 5' Ft Front City Sidewalks shall be installed in front of the property at the time of construction and shall be substantially completed without delay, within One Hundred and Eighty (180) Days from the date such construction is commenced. Metal siding shall be prohibited on residential buildings. All structures on said lots shall be of new construction and no building or other structure shall be removed from any other location onto any of the said lots.

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K. Enforcement of Restrictions

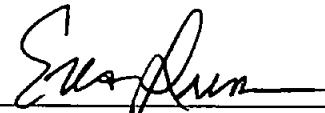
Remedies for violations. For a violation or a breach of any of these covenants and restrictions by any person, the sub-divider, and the lot owners, or any of them severally, may at their option proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the forgoing right, the sub-divider, so long as they own any land within the subdivision, may at its option in the event of the construction of any structure which is in violation of these restrictions, enter upon the property where the violation of these covenants exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the covenants shall not bar their enforcement. Attorney Fee's and Court Cost Shall be paid by the defendant/violator in the event of Judgment must be and is, obtained to enforce these covenants or any breach thereof.

The invalidation of any one or more of the covenants by any court of competent jurisdiction shall not affect any of the other covenants, but they shall remain in full force and effect. Once the subdivision lots are developed and sold, the sub-divider shall have no authority or standing to enforce these covenants and restrictions. These covenants may be amended at any time by written approval of Seventy Five (75%) of the property owners in the above described area. Thereafter, an appropriate amendment to the covenants shall be filed at the Luna County Clerk office.

Witness our hands and seals this 6th day of MARCH 2015.



Juan R. Luna, Owner



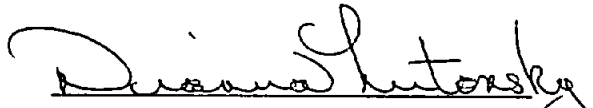
Eva Luna, Owner

State of New Mexico)

: SS.

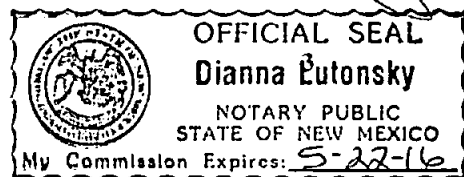
County of Luna)

The foregoing instrument was acknowledged before me this 6 day
of MARCH, 2015.



Dianna Eutonsky

Notary Public
My Commission Expires: 5-22-16



LUNA COUNTY-NM
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