

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIT 3**

**SIERRA LOS PINOS SUBDIVISION
SANDOVAL COUNTY, NEW MEXICO**

WHEREAS, heretofore, Vallecitos De Los Indios, Incorporated, a New Mexico Corporation, then sole owner and proprietor of all the property described in Unit 3, Sierra Los Pinos, a Subdivision filed in the Office of the County Clerk of Sandoval County, New Mexico, on the 15th day of March, 1976, imposed thereon certain Restrictive Covenants dated March 11, 1976, and duly recorded with the County Clerk of Sandoval County, New Mexico, in Miscellaneous Book 69, Folio 124 to 128;

WHEREAS, previously, said Vallecitos De Los Indios, Incorporated, has conveyed lots within Units 1 and 2 of Sierra Los Pinos Subdivision, and the grantees thereof have organized the Sierra Los Pinos Property Owners Association for the purposes of taking title to certain property within said Subdivision, of promoting the interests of all property owners within said Subdivision, of administering architectural review and control of improvements within said Subdivision, of providing maintenance, repair, improvement and supervision of commonly owned property within the Subdivision, of acquiring, constructing, repairing, and maintaining a water system or systems for the benefit of members of the Association, of fixing, levying and collecting all charges and assessments owed by members and others to the Association and of paying all expenses incurred in the conduct of the business of the Association; and

WHEREAS, all parties who are subscribers hereto or who hereinafter accept this Declaration of Covenants, Conditions, and Restrictions desire to impose upon the real estate in Unit 3 the covenants, conditions, and restrictions set forth herein for their mutual benefit and enjoyment; and

WHEREAS, these covenants, conditions, and restrictions incorporate, in substance and intent, the provisions of the Restrictive Covenants dated March 11, 1976, heretofore declared and imposed by Vallecitos De Los Indios, Incorporated, but if any current owner or proprietor of any portion of Unit 3, Sierra Los Pinos Subdivision, shall fail or refuse to become signatory hereto, then the land not bound hereby nevertheless shall be bound by the Restrictive Covenants heretofore filed;

NOW THEREFORE, the Sierra Los Pinos Property Owners Association hereby declares that lots within Unit 3, Sierra Los Pinos Subdivision, Sandoval County, New Mexico, where the owners thereof have accepted the provisions hereof, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, and restrictions, all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or in any part thereof and on each successor in interest of the owners thereof.

1. These covenants, conditions, and restrictions shall be binding until July 1, 1995, at which time they shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of lots within Unit 3, Sierra Los Pinos Subdivision, Sandoval County, New Mexico, it is agreed to change same, in whole or in part.

2. No buildings or structures shall be erected, placed or altered on any lot until plans showing the locations of the structure on the lot, the topographic and finish grade elevations, the harmony of materials, and exterior design with existing structures, have been approved by the Architectural Control Committee. The use of the term "building" in this paragraph shall specifically include other substantial improvements, including, but not limited to fences, walls, retaining walls and driveway copings exceeding six (6) inches in height, whether temporary or permanent in nature, and all residences, outhouses and garages which may be built as hereinafter provided. After commencement of a structure, each lot shall provide and maintain an all-weather parking area sufficient for three (3) vehicles within the lot boundaries and at all times allow and provide access to the other lots within the subdivision.

3. The Architectural Control Committee shall consist of persons appointed by Vallecitos De Los Indios, Inc. until such time as seventy-five percent (75%) of the lots in Unit 3 have been fully developed. Thereafter, at such time as a duly legal authorized association of the lot owners is organized, such organization shall elect their own Architectural Control Committee. Said Committee shall function in accordance with its own rules, subject to such limitations and requirements as may be imposed by said Association and to the limitations and requirements as may be imposed by said Association and to the limitations and requirements set forth herein.

4. Except for Lots 3, 4, 5, and 11, Unit 3 Sierra Los Pinos Subdivision only single-family residences shall be permitted on lots, with no more than one (1) residence per lot. The ground floor area of the main structure on any such lot, exclusive of porches and garages, shall be not less than six hundred (600) square feet. All buildings are to be finished as to exterior within two (2) years from start of construction. Mobile homes shall not be permitted.

5. No structure shall be located on any lot nearer than twenty-five (25) feet to any side lot line and twenty-five (25) feet to any rear lot line.

6. All utility lines shall be installed underground. All water facilities and sewage disposal facilities must be of a type approved by the New Mexico Environmental Improvement Agency. All solid waste must be disposed of by individual property owners. Building materials, etc., shall be left neatly stacked when not in use. All electrical, plumbing and building work shall conform to the applicable codes of Sandoval County and the State of New Mexico.

7. All dwellings shall be of sound construction and good architectural design. No shacks, temporary-type structures, or any structure that would be deemed detrimental to the character of the neighborhood shall be permitted.

8. The premises shall be used for residential purposes only, and no obnoxious or offensive trade or activity shall be established thereon, nor shall anything be done thereon which may be or may become an annoyance or nuisance on the area there.

9. Vallecitos De Los Indios, Incorporated, as its interest now or hereafter appears, hereby reserves right-of-way easements across property to install water lines and power lines, which installation shall be done in a manner so as not to distract from the esthetic value of the property.

10. Grazing of lands shall be done according to the recommendations of the United States Conservation Service and restricted to purchasers and owners of platted lot area, with not over one (1) animal to ten thousand (10,000), square feet of said lot area.

11. No trees, shrubs or other natural foliage shall be removed from any of the lots except that which is necessary for the construction of improvements located thereon and except where the trees are excessively thick, in which case they may be thinned to four hundred (400), stems per acre, in accordance with the recommendations of the United States Forest Service.

12. The By-Laws of Sierra Los Pinos Property Owners Association were filed on the 5th day of December, 1973, file number 116, in the official records of the County of Sandoval, State of New Mexico, and it is expressly intended that they and all amendments thereto shall and are agreed to be a part of this Declaration and shall likewise be a part of the common plan and purpose to constitute covenants, conditions and restrictions applicable to Unit 3, Sierra Los Pinos Subdivision, and to its owners. The By-Laws of the Association provide for the election by members of a board of directors composed of nine (9) members and contain provisions with respect to the rights, powers, and duties of said board of directors. Provision is further made in the By-Laws of the Association, among other things, for the following:

(A) Annual and special meetings and notice requirements therefore;

(B) Authority to determine, allocate to owners and to enforce payment and collection of periodic and special assessments on the owners of lots for the use in constructing, preserving, improving, operating and controlling the Association's property for the benefit of its members.

13. Mortgage Protection. Notwithstanding all other provisions hereof, the following provisions shall apply:

(A) The liens created hereunder upon any lot shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first real estate mortgage only (meaning the mortgage with first priority over all mortgages), upon such mortgage interest taken in good faith and for value; provided, however, that after the foreclosure of any such mortgage there may be liens created pursuant to this Declaration or the By-Laws and all amendments thereto, on the interest of the purchaser at such foreclosure sale to secure all new assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(B) No amendment to this paragraph shall affect the rights of the beneficiary or holder of any beneficiary interest in any such mortgage recorded prior to recordation of such amendments who does not join in the execution thereof.

(C) By subordination agreement executed by a majority of the board of directors of Sierra Los Pinos Property Owners Association, the benefits of (A) and (B) above may be extended to mortgages not otherwise entitled thereto.

Recorded May 18, 1976, Sandoval County Clerk
Misc Book 70 pp. 357-363

Please Note:

- The Notary signature and Commission Expiration date are illegible. Parts of the recording stamp are also illegible.
- This document has been typed single spaces to conserve space. The filed copy was double-spaced.