

PROTECTIVE COVENANTS

DIAMOND SPRING 5

HIGH RANGE  
LAS CRUCES, NEW MEXICO

WHEREAS, BINNS LTD. CO., is the owner of all the following described read estate situate in Dona Ana County, New Mexico (hereinafter called the "Property"): Diamond Spring Subdivision Unit #5.

WHEREAS, Binns Ltd. Co., has established a general plan for the improvement and development of the property, and desires to impose certain protective covenants and restrictions on the Property in accordance with that plan:

NOW, THEREFORE, the Property is hereby made subject to the following protective covenants, conditions, reservations and restrictions, which shall run with the land and shall be binding upon all persons owning lots affected by these covenants or claiming under them until January 1, 2028, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change, alter, amend or remove said protective covenants in whole or in part. If the owners of such lots, or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person or entity owning an interest in the Property to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, and either to prevent him from doing so, or to recover damages for such violation, or both, or require removal of the offending structure. It is the intent of this paragraph to give all fee simple, owners, contract sellers or purchasers and mortgagees standing to enforce these covenants.

1. PURPOSE.

The purpose of these covenants is to insure the use of the Property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community and thereby to secure each site owner of the full benefit and enjoyment of his property, with no greater restriction on free and undisturbed use of his site than is necessary to insure the same advantage to the other site owners; and to allow only that use which is consistent with these covenants. Deeds of conveyance of said property, or any party thereof, may contain these covenants, conditions and restrictions by reference of this document, but whether or not such reference is made in such deed, or any part thereof, each and all of such covenants, conditions and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

2. APPLICABILITY.

The conditions and restrictions imposed herein shall apply to all lots Described above, unless variations therefrom are granted by the Architectural Review Committee as provided herein.

3. LAND USE THE BUILDING TYPES.

- a. All lots described above are hereby declared to be residential lots, and no

Lots shall be used for other than residential purposes. There shall not be allowed on any lot any structure, which allows more than one family to reside therein.

b. Should any building be constructed on more than one lot, the lines of lot ownership shall be used for determining the front, rear and side lot lines.

c. No building shall be erected, altered, placed or permitted to remain on any lot with fully enclosed living area of 1800 sqft/2000sqft, exclusive of carports, garages and open process. Each dwelling shall have a minimum two-car garage.

Chart for Building Minimum sq. ft.

Lot 27 – 33 Min 1800 sq ft. heated area

Lot 42 – 48

Lot 51 – 57

Lot 66 – 71

Lot 74 – 79

Lot 87 – 92

All other lots minimum of 2000 sq ft.

*116-135 1900 sq ft*

d. No building or any part thereof, including garages shall be erected on any lot closer to the respective property line than as follows for the respective designated lot:

Lots 1 -12	Front setback	25 feet
	Front setback to garage	25 feet
Lots 13 - 135	Front setback	20 feet
	Side street setback	15 feet
	Side Yard setback	<del>7 feet</del> <i>5</i>
	Rear yard setback	25 feet <i>20</i>

e. All building, constructed on the Property shall be of mission stone, rock, frame and stucco, adobe or other such surfaces and materials as may be authorized by the Architectural Review Committee. Garages, carports and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. No metal storage building shall be allowed on any lot unless fully shielded and screened from view from any street or any other lot either abutting or otherwise. Only earth tone colors and white exterior surface materials shall be used for any residence, accessory structure, wall or fence. Garage door colors other than white or earth tones must be approved by the Architectural Review Committee.

f. It is understood that no mobile home prefab construction, geodesic domes, manufactured housing, modular units or other type of off-site construction shall be allowed.

g. A grading plan showing finished elevations or areas to be graded, paved areas, building sites, retention or detention areas, retaining walls and other structures has been approved by the City of Las Cruces. No grading, land filling excavating, or other alteration will be done except pursuant to the approved plan or revision approved by the City of Las Cruces and by the Architectural Review Committee.

h. No building shall exceed two stories in height above ground level, as measured from the lowest grade level on the respective lot abutting the structure.

- (1) The grades ESTABLISHED by developer as detailed on the final-approved subdivision grading plan shall not be altered without Architectural Review Committee approval.

