

**Restrictive and Protective Covenants
Quail Hollow Subdivision, Unit #5**

WHEREAS, SPRINGS FARM SUBDIVISION, INC., is the owner and developer of QUAIL HOLLOW SUBDIVISION, UNIT #5 TO THE City of Carlsbad, Eddy County, New Mexico.

NOW THEREFORE, said Owners do hereby publish and declare that the following covenants shall be and remain in full force and effect upon the lands within the subdivision, in that said restrictive covenants shall run with the land and be binding on all parties and all persons claiming with them.

1. All lots within the subdivision shall be used for single family residence purposes only.
2. No lot within the subdivision may be further subdivided.
3. **MINIMUM SIZE:** There shall be erected on each lot in this subdivision only a single family detached dwelling having at least the following minimum square footage of living area, exclusive of any garages, carports, porches and other customary appurtenances to the private dwelling. The minimum square footage of such dwellings shall be 2,000 square feet for all lots in the subdivision.
4. **MULTIPLE-STORY AND SINGLE STORY RESIDENCES:** All lots in this subdivision shall have single-story residences only, with the exception of lots 12, 13, 14, 15, 16 and 17 in the subdivision, Unit#5, where two-story (2 story) residences may be permitted. A single story residence's horizontal-line sidewall heights shall generally not exceed 14 feet from the finished floor level to the top of the finished wall. Any finished floor grade higher than the minimum height set forth by the City of Carlsbad Building Ordinance or Building Department must be approved in writing by the Architectural Control Committee prior to commencement of construction. Exceptions to this covenant may be made for certain rooms only by written approval of the Architectural Control Committee prior to commencement of construction.
5. All structures shall have an exterior of brick, stucco or other masonry materials, and any other materials as approved by the Architectural Control Committee. Any combination of these materials must be approved by the Architectural Control Committee prior to the commencement of construction.
6. **REAR YARD FENCES:** There shall be constructed in all rear yards either concrete masonry or stone fences with solid masonry curbs or concrete curbs (extending a minimum of 6 inches above finish grade) to detain storm water runoff within the rear yard area of all residences. Openings not greater than four (4) feet in width shall be provided in the fences or curbs to release any flows of water at controlled rates.
7. No offensive or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No owner of any lot within this subdivision shall store or keep on said lot any motorized vehicle which does not carry a current registration and license plate for the state in which it is required to be registered, provided, however, said vehicle is required to be registered or licensed by law.
9. No mobile homes, tents, shacks, trailers or any type of outbuilding may be utilized as a temporary or permanent residence, on any lot in this subdivision.
10. No single-family dwelling shall be a prefabricated or modular housing unit.
11. Any single family dwelling, once commenced on a lot within this subdivision, shall be completed, as to the exterior, within eighteen (18) months from the date of issuance of the building permit, and as to the interior, within twenty-four (24) months from the date of issuance of the building permit.
12. There shall not be allowed to be conducted any business activities whatsoever on any lot within the subdivision, other than those allowed by the zoning regulations of the City of Carlsbad.
13. No walls or hedges may be built along the front property line without prior written approval of the Architectural Control Committee.
14. There is hereby formed an Architectural Control Committee, hereafter called the Committee whose responsibility it will be to approve any construction within this subdivision. The initial Committee shall be composed of George T. Dunagan, Edwin L. Dunagan, James Greer and Don Hughes. At least one-half of the members of the Committee are necessary to approve the plans prior to construction. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to name a successor member to the Committee. The membership of the Committee may be changed at any time by the filing with the Eddy County Clerk of an instrument in writing signed by all of the then members of said Committee. Any construction done without the written approval of the Committee is in direct violation of these covenants and may be demolished and removed by the Committee and a lien levied against the violating lot owner.
15. SIDEWALKS: At closing of the sale of lot(s) within the subdivision, the Seller shall escrow a portion of the selling price of the lot(s) being sold for installation of sidewalk(s) on behalf of the Buyer. This amount shall be equal to the then market cost to install a sidewalk meeting with the City specifications for same as of the date of closing, based on an estimate by a licensed contractor. The sidewalk shall be installed by the Buyer or Seller prior to issuance of a certificate of occupancy by the City, using the amount held in escrow for installation of same. Any difference between the amount escrowed by the Seller and the amount necessary to construct the sidewalk shall be paid by the Buyer. The escrowed amount shall be held by the Seller pending construction of the

sidewalk. In the event that not all lots are sold and residences constructed upon within ten (10) years of the filing of these Covenants, Seller shall construct the required sidewalks on such remaining lots in the subdivision.

16. SUBDIVISION SIGN: On the area owned by the Developer located north of the intersection of Quail Hollow Run and Callaway Drive road, the Developer may erect a sign designating the Subdivision and development. Upon the sale of all lots in the subdivision, the property owners shall become responsible for the sign, and the land whereon the sign is located will be deeded to the owners of the lots in the subdivision.
18. RECREATIONAL VEHICLES AND BOATS: No recreational vehicles, including but not necessarily limited to motor homes, trailers, or parts thereof such as camper shells, and no boats or yachts shall be temporarily parked on any lot closer to the street than the building setback line. Further any such vehicle or boat shall be stored or parked in the side or rear yards of the property, and every vehicle or boat properly parked or stored shall be shielded from view from the street by fence, garage or other enclosure. Any such enclosure shall be constructed or erected in accordance with these restrictions and approved by the Architectural Control Committee prior to commencement of construction.

COMMENCEMENT OF CONSTRUCTION: Construction shall commence upon any lot within this unit of the subdivision within two (2) years after the date of conveyance by general warranty deed of the developer of said lot to the original owner purchasing said lot. Should the original owner fail to commence construction within the two (2) year period, the said lot shall be deeded back to the developer by the owner and one-half (1/2) of the principal funds paid for sale of the lot, excluding any interest paid to seller, shall be refunded therewith by the developer to the original owner, less any legal fees and expenses to cure liens and other defects of title to said lot incurred by the developer/seller in the enforcement herein of this provision. Should the original owner sell and convey said lot to a second owner (this shall include all owners subsequent to the original owner), then to the remainder of the original two (2) year period shall be added one (1) additional year within which construction must commence. Should the second owner fail to commence construction within the remaining time period of the original owner's two (2) years, plus the additional one (1) year cited above, then the lot shall be deeded back to the developer and no refund whatsoever shall be made to either the original owner or subsequent second owners. Second (subsequent) owners shall pay all the developer's legal expenses for enforcement of this covenant.

ENFORCEMENT OF COVENANTS: These Covenants so cited shall be enforceable by any property owner or owners within the Subdivision. Enforcement is available through due process within the laws of the State of New Mexico. Should enforcement be sought and successfully obtained through said due process, the prevailing parties in said enforcement shall be entitled to recover all legal expenses and other costs of said enforcement from the party or parties ruled in violation of these Covenants. Said legal expenses and costs shall become a lien against any properties owned by the violating parties within the Subdivision, bearing interest due to the prevailing parties at a rate

