DECLARATION OF PROTECTIVE COVENANTS
SANTA MILAGRO SUBDIVISION
DOÑA ANA COUNTY, NEW MEXICO

I

1) **TERM.** All of the restrictions, conditions, covenants and reservations set forth in the Declaration shall be covenants running with the land and shall continue and remain in full force and effect at all times until January 1, 2029, and shall thereafter be automatically continued without further notice from that time for successive periods of ten (10) years without limitation, unless there shall be recorded a written instrument, approved by the then-record owners of seventy-five percent (75%) of the lots in the subdivisions and executed by the members of Santa Milagro Subdivision and the Design Review Committee, modifying or extinguishing this Declaration in whole or in part. The "Subdivision" shall include such additional land, if any, as may be annexed and added to the Subdivision when a map or plat thereof is filed of record and a supplement to this declaration is recorded which located platted lots thereon and any new or revised Common Properties.

2) **ENFORCEMENT.** All persons, firms, associations, and corporations who now own, or who may in the future own, property in the subdivisions are specifically given the right to enforce these covenants through any proceeding, at law or in equity, against any person or persons, firms and corporations violating or threatening to violate such covenants, and to recover any damages suffered by them from any violation thereof. Neither the Declarant nor the Design Review Committee shall be obligated to enforce any covenant through legal proceedings.

3) **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which at all times shall remain in full force and effect.

4) **DESIGN REVIEW COMMITTEE.**

A. The Design Review Committee shall initially be composed of three people to be chosen by the Developer. The Developer has the authority to remove any member of the Initial Committee, with or without cause. In the event of death, resignation or removal of any member of the initial committee, the above-mentioned Developer shall have full authority to designate a successor or successors. The Design Review Committee may designate one of its members to take any action or to perform any duties for and on behalf of the Committee. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Covenant. The initial Design Review Committee shall exist until such time as the Developer states in writing to all individual owners of lots in Santa Milagro Subdivision, that control shall pass to

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DECLARATION OF TRUST Deputy: Lenora Hawkins
Amanda López Askin, County Clerk, Dona Ana, NM

whomever the majority of those lot owners shall elect. A majority of the lot owners shall determine the means of the continuation and succession of members of the Design Review Committee after notice has been served. Such notice shall be given at the latest after the conveyance by the Developer. The design review committee shall charge $100.00 for plan review.

B. In addition to other powers and authority vested in the Design Review Committee, it shall also: rule upon any questions arising with respect to interpretation of the protective covenants; grant variations from these covenants at its discretion, and, if necessary, may, but shall not be required to, take any action necessary to enforce the same on behalf of all parties having an interest. Such shall not preclude any other person authorized by law from either enforcing or enjoining the enforcement of these restrictive covenants.

C. The Design Review Committee shall also serve as an architectural review committee. The Design Review Committee shall issue standards or rules ("Design Standards") relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed improvements to the property.

D. The review of any plans submitted to the Design Review Committee, and any approval thereof, is intended and shall be construed solely as review of compliance with these Protective Covenants, and shall not be deemed or construed in any way to include review and/or approval of compliance with applicable laws, codes or regulations, nor of safety, habitability, stability or any other matter, all of which are the responsibility solely of the architect, builder and/or owner of the improvements for which plans are submitted.

5) DESIGN REVIEW. No building, wall or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure having been approved by the Design Review Committee as to materials and compliance with these covenants. Approval shall be as provided in Paragraph I-7.

6) PROCEDURE. Owners shall submit plans and specifications to the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing and given within ten (10) working days of the submission of all required information. In the event the Design Review Committee fails to act on submitted plans within the 10-working-day review period, then the plans shall be deemed approved.

7) NON-LIABILITY. Neither the Developer nor the Design Review Committee shall incur liability to anyone submitting plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by the submitting of such plans,

and by acquiring title to any of the property covered hereby, waives his claim for any such damages.

8) APPLICABILITY. The conditions and restrictions imposed herein shall apply to all lots within Santa Milagro Subdivision, phases 8 A & B, unless variations therefrom are granted by the Design Review Committee as provided herein.

II. GENERAL RESTRICTIONS

1) RESIDENTIALLY ZONED LOTS. The following restrictions as to use shall apply to all Single-Family Residential lots within the subdivisions:

A. Only one single family dwelling on each lot is permitted. No geodesic dome, cubical, or A-frame structures are permitted as residences or for any other purposes. No mobile homes (single wide or double wide); manufactured housing, prefabricated or modular homes are permitted, whether or not they are permanently attached to the land, and whether or not improvements are added to such mobile homes or manufactured housing or modular homes. The temporary sales office of the Developer, or any homebuilder, is not, however, subject to this paragraph.

B. No residence shall be erected, altered, placed or permitted to remain on any lot with fully enclosed living area of less than 1,900 square feet of heated living area, exclusive of garages, open porches, accessory buildings or other covered areas, with the exception of a temporary sales office placed upon a lot by the Developer, or any homebuilder, which shall remain only until the sale of the last lot in the Santa Milagro Subdivisions.

C. Houses on all lots may be built to single (1) story height. Two story homes will need to be submitted to Design Review for approval. Each dwelling shall have a minimum two car garage, being a minimum size of 400 square feet, and having one 16' by 7' door or two 8' by 7' doors at a minimum.

D. No single-family residence building or any part thereof, including garages, shall be erected on any lot closer to the respective property line than as follows:

Front setback	35 feet
Garage setback	25 feet
Side street setback	15 feet
Side yard setback	15 feet
Rear yard setback	35 feet

E. All buildings erected, placed or permitted to remain on any lot shall be situated only within that portion of said lot not restricted from use by an easement or right-of-way. At street intersections, lots having frontage on two (2) streets shall have one (1) street declared by the Design Review Committee, on approval of structural plans, as the street where the "Front setback" applies. The other street shall have a minimum "Side street setback" which shall apply.

F. No variation from the "side yard setback" shall be approved.

G. Should any residence be constructed on more than one lot, the exterior lines of lot ownership shall be used for determining the front, rear and side lot setbacks subject to existing easements. Such use must be re-platted with the Dona Ana County.

H. All buildings constructed in the Subdivision shall be frame and stucco, adobe, rammed earth or other such surfaces and materials as may be authorized by the Design Review Committee. Brick and wood siding are not acceptable surfaces. Garages, carports and permitted accessory buildings shall conform in material and design to the dwelling to which they pertain. Any metal, or plastic, storage buildings must have stucco exterior. Only exterior surface materials in desert tone colors (including tones of brown, tan and rose), shall be used for any residence, accessory structure, wall or fence. The construction of each building must comply with the New Mexico Uniform Building Code or the Building Code enforced by Dona Ana County.

I. No identical front elevations will be allowed side by side or directly across the street from another. Recommended styles for exterior elevations are New Mexico Traditional, New Mexico Contemporary, Spanish Colonial/Mission, or Las Cruces Traditional. Examples of these are included in the Design Guidelines.

J. A grading plan showing finished elevations in the retention or detention areas has been approved by Dona Ana County. No grading, land filling, excavating, or other alterations will be done in the retention or detention areas except pursuant to the approved plan or revision approved by Dona Ana County and by the Design Review Committee.

K. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with single family residential lots in the subdivisions; except home occupations or professionals in businesses engaged in recognized non-manufacturing professions may be permitted which would be in accordance with the codes of Dona Ana County.

L. There shall be no fair, exhibition, festival, show or other activity which attracts or is intended to attract, divert, or collect a large number of persons. Such restrictions shall not prevent, however, what is commonly known as "garage sales" or backyard parties conducted by residents or their children living in the subdivisions, provided such are only

occasional. Open houses for the purpose of selling a home and model home shows for the same purpose may be held.

M. No animals, livestock, including horses, donkeys, and mules, or poultry or swine of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other domesticated household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and further provided they do not disturb other property owners or become a nuisance in any way.

N. Use and occupancy of all portions of the subdivisions shall be subject to zoning, building, health, sewage disposal and sanitation laws and regulations and all other applicable laws and regulations of the State of New Mexico and/or all government agencies having jurisdiction; the Declarants, its successors or assigns, may also impose rules and covenants regulating such matters from time-to-time.

O. Subdivision lots shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Subdivisions or within 500 feet below the surface of the Subdivisions.

P. Each lot owner shall be responsible for removing weeds and other debris located on such Owner's lot and for maintaining, repairing and replacing in a good state of repair and in a neat and attractive condition all other improvements to Owner's lot.

2) TEMPORARY USES.

A. Any lot or portion thereof may be used temporarily by the Developer, or any homebuilder, as a sales office, model home complex, or storage and construction yard during the construction and sales period, provided that all temporary uses defined herein must have the prior written approval of the Design Review Committee.

B. No lot, except one owned by a homebuilder, shall be used for the storage of any construction or other materials except for a period of up to thirty (30) days prior to the start of construction and during the construction period.

3) CONSTRUCTION.

A. RESIDENTIALLY ZONED LOTS. Construction of any Structure or Improvement shall be continuous and proceed in an orderly fashion without interruptions and any Structure or Improvement on a Lot shall be completed in a reasonable time, not to exceed twenty-

four (24) months from the commencement of construction (twenty-eight (28) months for landscaping).

B. RESIDENTIALLY ZONED LOTS. No building previously used at another location, nor any building or structure originally constructed as a mobile dwelling, except when used as a temporary sales office, may be moved onto a lot, except as expressly approved by the Design Review Committee.

3) FENCING AND WALLS.

A. Any fence, wall, building or structure placed on the lot shall be in compliance with the set back and zoning requirements of Dona Ana County and shall not impair the drainage function of the ponding areas, as shown on the plat.

B. All fences, perimeter walls, and retaining walls in view from at least one side, shall be constructed of rock or stone in conformance with what is known as "Las Cruces Rock Walls" standards, materials and styles, and shall be of a yellow, reddish or tan color, rather than gray in color. However, those walls, forming the "return" from the residence, or courtyard and patio walls tied to the residence, may be of the same material used in the residence construction.

C. Decorative wrought iron may be used for wall accents, gates and such, subject to Design Review Committee approval.

D. Tin or other sheet metal, chain link, wire and barbed wire are specifically prohibited, except wire fences may be constructed for dog runs when located within and enclosed by a permitted exterior fence. The fence height for such runs shall be a maximum of one (1) foot taller in height than the exterior fence.

E. Perimeter fences shall be six (6) feet in height or less, when measured directly from the highest adjacent ground surface, and may be erected on that portion of a lot situated to the rear of the front wall of the main building except retaining walls which may be higher.

4) TRAILERS, CAMPERS, AND RECREATIONAL VEHICLES.

Boats, campers, other trailers, recreational and similar vehicles or equipment shall be located only to the rear of the closest front wall of the residence dwelling and parked inside a rock walled fenced area being a minimum of six (6) feet tall and serving as a screened area.

5) GARBAGE AND TRASH.

No refuse, garbage, trash, collection container, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, non-operational cars, paint cans, oil, flammable objects, concrete tailings, rock wall residue, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or area appropriately screened from view. Rubbish and garbage must be kept in suitable containers provided by and removed from Dona Ana County lots by such in accordance with ordinances, rules and regulations of Dona Ana County, and all regulations promulgated thereunder. No rubbish or garbage may be burned or dumped on lots or elsewhere in the subdivisions.

6) ANTENNAE, EQUIPMENT, PIPES, UTILITY LINES, AND TRANSMITTERS.

A. Pipes for water, gas, sewer, drainage, or other purposes, and wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities, such as solar equipment, shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure and shall not be visible from the street. Any items that cannot meet these requirements shall be subject to the approval of the Design Review Committee. No transmission towers, or microwave equipment shall be erected or placed on the property.

B. Evaporative or refrigerated air cooler(s), if erected or maintained on the roof of any premises, shall be effectively screened or otherwise hidden from view from any public place or adjoining lot as determined by the Design Review Committee.

7) SIGNS.

No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any residential lot or on any building erected thereon or within windows of said building, other than one (1) name plate of the occupant of any residence upon which his or her professional or occupational title may also be added, and provided no such sign or name plate shall exceed a size of one square foot, and no such sign shall be lighted. Provided, however, that permission is granted for the erection and maintenance of not more than one signboard to each building site during the course of construction of a new single-family dwelling and upon its completion, during the course of its initial sale, or resale, which signboard shall not exceed forty-eight (48) square feet. This condition shall expire when the Developers have sold the last residential lot in Santa Milagro Subdivision. Notwithstanding anything herein contained to the contrary, nothing herein shall be construed to prevent the Developer from erecting, placing, or

maintaining sign structures and offices as may be determined necessary by the Developer to promote sale and development of lots or properties within the subdivision.

8) FLAGS/PENNANTS

Flags or pennants may be used in the subdivisions on homes or lots without approval of the Design Review Committee. Notwithstanding anything herein contained to the contrary, nothing herein shall be construed to prevent the homebuilders from erecting, placing, or maintaining sign structures and offices as may be determined necessary by the homebuilder to promote sale and development of lots or properties within the subdivision.

9) PROPANE TANKS

Propane tanks are allowed but must be buried and not visible.

10) SITE TRIANGLE AT INTERSECTIONS.

There is required an area of unobstructed vision at street intersections, entrances/exits, which permits a vehicle driver to see approaching vehicles to the right or left. Nothing over three (3) feet in height measured from the street at the point where the pavement meets the curb-stone, shall be permitted to obstruct a sight line which shall be the front street and side street lines of a corner lot and a line connecting points thirty (30) feet distance from the intersection of the property line of such lot. This could change depending on county restrictions. The more restrictive shall apply.

Trees located within the clear sight triangle will be allowed if all branches are trimmed from a height between three (3) feet and eight (8) feet.

No single post or column within the designated triangle shall exceed twelve (12) inches in thickness at its greatest cross-section dimension.

III. EASEMENTS, STORM DRAINAGE AND SUPPORT STRUCTURES

1) EASEMENTS.

A. Utility easements and rights-of-way designated on the plat of the Subdivision, as amended from time-to-time, are hereby reserved unto the Declarant, and Dona Ana County and all public and private utility companies (as specifically shown as such plat or assigned by the Declarant) for the construction, installation and maintenance of any and all

utilities, such as power, cable, gas lines, drains, roads, water supply lines, telephone and telegraph lines or the like, necessary or desirable for public health, welfare and convenience.

B. Within these easements no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or streets. Within each drainage easement, no temporary or permanent structure shall be placed, and no structure, or planting or movement of materials shall be permitted which may interfere with the direction of flow in the drainage channels in the easements, unless approval is first obtained from Dona Ana County and then once again by the Design Review Committee.

C. All easements shall be kept free from alteration, and owners of lots containing such easements shall keep them free from permanent structures and shall provide access without trespass by maintenance personnel for the installation, upkeep, repair, removal and replacement of such facilities which may be constructed within those easements.

D. Each residentially zoned lot in the subdivisions has an area designated on the Plat that is a ponding area. Each lot owner is responsible for retaining water on that owner's lot as called for on the Plat. Pond sizes are shown on the approved Santa Milagro Subdivision phases 8 A & B grading plan. The swale, slope or indentation which acts as the ponding area may not be altered unless consent is obtained from the City of Las Cruces and then again by the Design Review Committee.

E. Sale of any lot shall include all rights of Declarant in and to the street, road or highway affronting the same, subject however to the rights of all others to use the same as public or private thoroughfares. Declarant reserves the right to dedicate to the public all streets, roads and highways within or abutting the Subdivision without the consent of any owner within the Subdivision.

F. All public and private rights-of-way, including streets and roads dedicated the Dona Ana County, shall also be considered a utility easement. Such easements shall be measured by a perpendicular (or radial on curves) from the front property corners of all lots to the centerline of such street or road.

2) BREACH OF COVENANTS.

It is further stipulated that breach of any of the foregoing conditions and covenants shall not affect any mortgage or other lien which in good faith may be existing at the time upon said property or any improvements thereon.

3) AMENDMENT.

Any provision hereof may be changed, amended or rescinded by a written instrument setting forth such amendment which has been approved by ninety (90) percent of lot owners in attendance or by proxy at a called meeting for that purpose, and executed by the chairman of the Board, except that this provision (V, paragraph 9) may be changed only by unanimous vote of the lot owners.

4) NO REVERSION OF TITLE.

Nothing contained in this Declaration or in any form of deed which may be used by the Declarant or its successors and assigns in selling any lot shall be deemed to vest or reserve in Declarant or the owners association any right of reversion for breach or violation hereof, and any such reversionary right is hereby expressly waived by Declarant.

VI. DEFINITION

The term "Declarant," as used herein, means Santa Milagro Subdivision, a New Mexico limited liability company, and its successors or assigns as Developer of the Subdivision. Any such successor or assign intended to become the "Declarant" hereunder shall be designated as such in the instrument of conveyance from the then-Declarant to such successor or assign.

VII. EFFECTIVE DATE

These restrictions, covenants and reservations, and any amendments or exceptions thereto shall be effective as of the date of their filing with the County Clerk of Doña Ana County, New Mexico.

DATED at Las Cruces, New Mexico, this 14th day of August, 2025

SANTA MILAGRO SUBDIVISION

By_____
Royal Properties, Limited Liability Company Royal Jones, Managing Member

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me this 14th day of August, 2025 by Royal Jones- Managing Member, Santa Milagro Subdivision, a New Mexico limited liability company.

Trisha N Grim

Notary Public

State of New Mexico
Notary Public
Trisha N. Grim
Commission Number 1099420
Expiration Date 12/7/2027

My Commission Expires:
12/7/27