



**COVENANT, CONDITIONAL RESTRICTIONS
FOR
ABERCROMBIE ACRES
SUBDIVISION**

THE PROPERTY IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS, AND GRANTEES BY SIGNING THIS COVENANT IN THE SPACE PROVIDED BELOW HEREBY ACCEPTS AND ACKNOWLEDGES THESE RESTRICTIVE COVENANTS TO WIT:

1. NO STRUCTURES SHALL BE ERECTED OTHER THAN SITE-BUILT, SINGLE-FAMILY DWELLINGS AND REASONABLE STRUCTURES TO ACCOMMODATE SUCH DWELLING SHALL BE ALLOWED SUCH AS STORAGE BUILDINGS, PUMP HOUSE, CORRALS AND DETACHED GARAGES. ALL STRUCTURES SHALL HAVE A 10' SETBACK FROM THE PROPERTY BOUNDARY OR A WRITTEN WAIVER OF SETBACK REQUIREMENTS TO BE GRANTED BY SUBDIVIDER OR HIS DESIGNEE.
2. ONLY ONE HOME SHALL BE LOCATED ON EACH LOT, EXCEPT THAT UPON THE ADVANCE WRITTEN APPROVAL AND WITH A WAIVER OF THE SETBACK REQUIREMENTS BY THE SUBDIVIDER OR HIS DESIGNEE, ONE HOME MAY BE PLACED ON TWO ADJACENT LOTS.
3. NO TRADE OR BUSINESS MAY BE CONDUCTED FROM ANY LOT, EXCEPT THAT AN OWNER OR OCCUPANT RESIDING ON ANY LOT MAY CONDUCT BUSINESS ACTIVITIES WITHIN THE HOME PLACED ON THE LOT SO LONG AS (a) THE EXISTENCE OR OPERATION OF THE BUSINESS ACTIVITY IS NOT APPARENT OR DETECTABLE BY SIGHT, SOUND OR SMELL FROM OUTSIDE OF THE HOME; (b) THE BUSINESS ACTIVITY CONFORMS TO ALL ZONING REQUIREMENTS FOR THE PROPERTIES; (c) THE BUSINESS ACTIVITY DOES NOT INVOLVE ANY PERSON CONDUCTING SUCH BUSINESS WHO DOES NOT RESIDE ON THE PROPERTIES OR DOOR-TO-DOOR SOLICITATION OF RESIDENTS OF THE PROPERTIES; AND (d) THE BUSINESS ACTIVITY DOES NOT CONSTITUTE A NUISANCE, OR A HAZARDOUS OR OFFENSIVE USE, OR THREATEN THE SECURITY AND SAFETY OF OTHER RESIDENTS OF THE PROPERTIES, AS MAY BE DETERMINED IN THE SOLE DISCRETION OF SUBDIVIDER OR HIS DESIGNEE.
4. NO DWELLING SHALL BE PERMITTED ON ANY LOT HAVING A GROUND FLOOR SQUARE FOOT AREA LESS THAN TWELVE HUNDRED (1200) SQUARE FEET OF HEATED LIVING SPACE, EXCLUDING PORCHES AND GARAGES.
5. NO TRAILERS, MODULAR HOMES, MOBILE HOMES, TENT, SHACK, GARAGE, BARN OR OTHER OUT BUILDING SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARY OR PERMANENT, NOR SHALL ANY RESIDENCE OF A TEMPORARY CHARACTER BE ERECTED OR PERMITTED TO REMAIN, EXCLUDING TEMPORARY BUILDINGS OR TRAILERS USED DURING THE COURSE OF CONSTRUCTION. CONSTRUCTION TIME IS NOT TO EXCEED ONE YEAR FROM START OF CONSTRUCTION.
6. THE EASEMENTS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO ARE RESERVED AS ROAD EASEMENTS FOR THE BENEFIT OF ALL PARCEL OWNERS FOR THE PURPOSE OF INGRESS AND EGRESS TO THEIR RESPECTIVE PARCELS AND FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING UTILITIES, INCLUDING WATER, SEWER, ELECTRICITY, GAS, TELEPHONE, AND CABLE TELEVISION. THE 50' ROAD SHALL INCLUDE AN ADDITIONAL FIVE FOOT (5') EASEMENT ON EACH SIDE OF THE ROAD; FENCING MUST BE AT LEAST FIVE FEET (5') FROM ROADWAY.



7. THE BURNING OF BRUSH, TRASH OR OTHER MATERIAL MUST BE IN COMPLIANCE WITH THE FIRE REGULATIONS OF THE VILLAGE OF TULAROSA, WITH AN ADDITIONAL PROVISION THAT NO BURN BARRELS ARE ALLOWED. EACH LOT SHALL AT ALL TIMES BE MAINTAINED FREE OF WEEDS, RUBBISH, TRASH AND ALL OTHER UNSIGHTLY ARTICLES.
8. PROPANE TANKS AND WATER STORAGE TANKS MUST CONFORM TO VILLAGE, STATE AND/OR COUNTY CODES AND MUST BE DISCRETELY LOCATED TO MINIMIZE THEIR INTRUSIVE CHARACTERISTICS UPON THE VIEW OF OTHER PROPERTY OWNERS.
9. NO TRACT SHALL BE RE-DIVIDED IN PARCELS OF LESS THAN ONE ACRE IN SIZE.
10. NO INOPERABLE EQUIPMENT OR MOTOR VEHICLE MAY BE KEPT ON PREMISES UNLESS MOTOR VEHICLE OR EQUIPMENT IS GARAGED AND OUT OF SIGHT.
11. NO SIGNS FOR COMMERCIAL ADVERTISING OTHER THAN FOR BUSINESS PERFORMED ON THE PREMISES SHALL BE ALLOWED. ONE SIGN NOT TO EXCEED SIX SQUARE FEET MAY BE ERECTED ADVERTISING THAT A LOT IS FOR SALE.
12. NO COMMERCIAL KENNELS OR OTHER COMMERCIAL LIVESTOCK OPERATION SHALL BE ALLOWED ON THE PREMISES.
13. THE COVENANTS CONTAINED HEREIN ARE FOR THE BENEFIT OF ANY AND ALL OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION. IF ANY OWNER OR ANY OF THE ASSIGNS OF AN OWNER VIOLATES OR ATTEMPTS TO VIOLATE ANY OF THE RESTRICTIVE COVENANTS IT SHALL BE LAWFUL FOR ANY OTHER PERSONS OWNING LAND OR AN INTEREST IN LAND WITHIN THE SUBDIVISION TO PROSECUTE ANY PROCEEDING IN LAW OR IN EQUITY TO RECOVER DAMAGES AND/OR TO ENJOIN SUCH ACT, AND TO HAVE ANY AND ALL FURTHER LEGAL AND EQUITABLE RELIEF. THE WORD "PERSON" AS HEREIN USED MEANS ANY INDIVIDUAL, PARTNERSHIP, FIRM TRUST ASSOCIATION, CORPORATION, OR ANY OTHER LEGAL ENTITY.
14. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED AND ALL PERSONS WITH A CLAIM HERE UNDER, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, FOR A PERIOD OF FIFTEEN (15) YEARS FROM THE DATE OF RECORDING, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF FIFTEEN (15) YEARS, UNLESS DISCONTINUED OR AMENDED AT THE END OF THE FIRST OR SUBSEQUENT FIFTEEN (15) YEAR PERIOD BY FILING AN INSTRUMENT, SIGNED BY THE OWNERS OF AT LEAST TWO-THIRDS (2/3) OF THE LOTS WITHIN THE SUBDIVISION AT THE TIME OF FILING. SAID AMENDING INSTRUMENT MUST BE FILED WITHIN NINETY (90) DAYS FROM THE END OF THE FIFTEEN (15) YEAR PERIOD.
15. THESE COVENANTS MAY BE DISCONTINUED OR AMENDED AT ANY TIME BY FILING AN INSTRUMENT, SIGNED BY THE OWNERS OF SEVENTY-FIVE (75%) OF THE LOTS WITHIN THE SUBDIVISION, AGREEING TO CHANGE IN WHOLE OR IN PART OR RELEASING ANY PORTION OF THE PROPERTY FROM ANY ONE OR MORE, OR ALL, OF THESE RESTRICTIVE COVENANTS.
16. INVALIDATION OF ANY ONE OR MORE OF THE COVENANTS CONTAINED HEREIN BY JUDGEMENT, DECREE, OR COURT ORDER, OR FOR ANY OTHER REASON, SHALL IN NO WAY EFFECT ANY OF THE OTHER COVENANTS HEREIN, ALL OF WHICH SHALL REMAIN IN FULL EFFECT UNTIL CHANGED OR AMENDED IN SUCH MANNER AS SET OUT ABOVE.

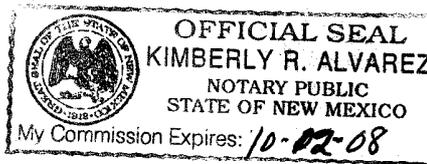


17. IF ANY OWNER, HIS/HER FAMILY, OR ANY LICENSEE, INVITEE, TENANT OR LESSEE VIOLATES ANY OF THE ABOVE STATED CONDITIONAL RESTRICTIONS, THE SUBDIVIDER OR HIS DESIGNEE MAY LEVY A FINE UPON THE OWNER OF THE DWELLING UNIT OF NOT MORE THAN TEN AND NO/100 DOLLARS (\$10.00) FOR EACH VIOLATION. FOR EACH DAY A VIOLATION CONTINUES AFTER WRITTEN NOTICE TO CEASE HAS BEEN MAILED, IT SHALL BE CONSIDERED A SEPARATE VIOLATION AND SUBJECT TO THE IMPOSITION OF THE FINE FOR EACH DAY THE VIOLATION CONTINUES THEREAFTER. ANY FINES IMPOSED HEREUNDER WHICH REMAIN UNPAID FOR A PERIOD OF TEN (10) DAYS OR MORE AFTER BEING ASSESSED AGAINST THE OWNER SHALL BECOME A LIEN UPON THE OWNER'S LOT UPON THE RECORDING OF A LIEN PREPARED PURSUANT TO THIS DECLARATION AND COLLECTED IN THE SAME MANNER AS A MONTHLY BILLING.

IN WITNESS WHEREOF, THE SAID OWNER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 29th DAY OF March, 2006.

[Signature]
PROPERTY OWNER

[Signature]
PROPERTY OWNER



ABERCROMBIE ACRES SUBDIVISION



STATE OF NEW MEXICO } S.S.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 29 day of March, 2006
At 2:15 o'clock P M and duly recorded
in Book No. 1234 Page 269-271
The records of Otero County, New Mexico
Robyn Silva
County Clerk, Otero County, New Mexico
By Chris Drehi Deputy
#03516