

RESTRICTIVE COVENANTS OF
ALAMOASIS SUBDIVISION
OTERO COUNTY, NEW MEXICO

The undersigned, being owners of the following described real property located in Otero County, New Mexico, same being the real property now duly platted as ALAMOASIS, Lots 1, 2 and 3, a subdivision of Otero County, New Mexico, as such plat is now recorded in Book 31, Pages 35-36, the Records of the Otero County Clerk, hereby make the following declarations as to limitations, restrictions and uses and hereby specify that such declarations shall constitute covenants to run with all of the lots in said subdivision as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of limitations of all future owners in such subdivision, such declarations and restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein:

1. That said real estate shall not be subdivided into any tract smaller than one acre in area (43,560 square feet). This area shall not include roadway easements.
2. No swine of any kind shall be raised, bred, or kept on any portion of said real estate. All other livestock shall be kept in fenced and adequately enclosed areas. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. No portion of said real estate shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

- 575 110
4. All owners shall endeavor to maintain the property in as natural a state as possible insomuch as land-clearing is concerned. The native growth, including cacti, mesquite, creosote bush and ocotilla, shall not be destroyed or removed from said real estate, except as is necessary for roadways, utility ways, structures and walled-in or fenced-in yards, gardens and patios.
 5. No mobile homes, modular homes, or trailers may be moved onto said real estate. And no structure of a temporary character, or a trailer, mobile home, modular home, tent, shack, garage, barn or outbuilding shall be used on any tract at any time as a residence. No structure or outhouse shall be used or built for the purpose of outside toilet facilities. No provision of this paragraph shall prevent any owner of said real estate from storing a travel trailer or motor home on said property for use elsewhere.
 6. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1200 square feet. All foundation designs to include drainage, shall be certified by a registered professional engineer as adequate for the terrain.
 7. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of four (4) years from the date these covenants are recorded, at which time they shall be automatically continued in force for successive periods of four (4) years each, unless discontinued or amended at the end of the first period, or any subsequent four year period, by filing with the County Clerk of Otero County, New Mexico an appropriate instrument signed by the owner or owners of 51% of the total number of acres in said real estate.
 8. All of the restrictive covenants contained herein are for the benefit of any and all owners of land within the boundaries of said real estate, and if any person or persons violate or attempt to violate any of said covenants, then it shall be lawful for any other

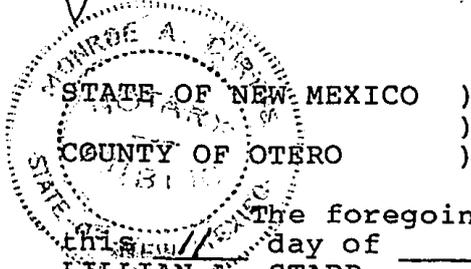
persons owning land within said boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act, and to have any and all further legal and equitable relief.

- 9. All utility wires shall be installed underground. This includes electricity feeder lines as well as service lines, telephone and cable television lines. Lines crossing the property for service elsewhere shall also be installed underground.
- 10. No more than two head of livestock allowed per lot.
- 11. Any construction project initiated must be completed on the exterior within nine (9) months of initiation.
- 12. Invalidation of any one of the covenants contained herein by judgment, decree, or court order, or for any other reason, shall in no way effect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have caused this instrument to be executed this 11 day of April, 1985.

John P. Stapp M.D., Ph.D.
JOHN P. STAPP

Lillian L. Stapp
LILLIAN L. STAPP



SS:

The foregoing instrument was acknowledged before me this 11 day of April, 1985, by JOHN P. STAPP and LILLIAN L. STAPP.

Monroe A. Curtis
Notary Public

My Commission Expires:
December 19, 1987

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 12 day of April, 1985, at 9:00 o'clock A. M., and duly recorded in Book 575, Page 452-459 of the Records of said county.
By Marybeth Calderon (Audrey P. Winkham)