463-388

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# RESTRICTIVE COVENANTS

WHEREAS, Bassett Bryant and Georgia Bryant, husband and wife, Jack Buttram and Reva Buttram, husband and wife, George Nelson and Marie Nelson, husband and wife, and Robert Slusher and Dorothy Slusher, husband and wife, of 1500 Canyon Road, Alamogordo, New Mexico 88310 are the owners of the following described real estate in Otero County, New Mexico, to-wit:

The Southwest One-Quarter of the Southwest One-Quarter (SW 1/4 SW 1/4) of Section 33, Township 16 South, Range 10 East, N.M.P.M.

Subject to Reservations and Easements of record.

AND WHEREAS, the said owners above named desire said real estate to be subject to and encumbered by certain Restrictive and Protective Covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That the above named owners hereby declare and agree that the following Covenants apply to all of said real estate, and that all conveyances of said real estate, or any part thereof, shall be subject to said Covenants whether or not the same are embodied in the conveyances or other instruments affecting title thereto.

A. That said real estate shall not be subdivided into any tract smaller than two acres in area (87,120 square feet). This area shall not include roadway easements.

B. 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. And no animals or poultry may be kept or maintained in any manner or number which is a nuisance or offensive to adjacent land owners, whether by reason of noise, odors, or otherwise.

C. 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.

D. 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.

E. 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.

F. 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 Twenty-Five (25) years from the date these Covenants are recorded, at which time they shall be automatically continued in force for successive periods of Ten (10) years each, unless discontinued or amended at the end of the first period, or any subsequent ten 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.

G. 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.

H. 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.

I. Invalidation of any one of the Covenants contained herein by judgement, decree, or court order, or for any other reasons, shall is no way effect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 23rd day of December, 1978.

Jack Buttram — Reva Buttram

George Nelson — Marie Nelson

Bassett Bryant Jr. — Georgia Bryant

Robert A. Slusher — Dorothy Slusher

STATE OF NEW MEXICO:
: ss.
COUNTY OF OTERO :

The foregoing instrument was acknowledged before me this 23rd day of December, 1978, by Bassett Bryant and Georgia Bryant, husband and wife, Jack Buttram and Reva Buttram, husband and wife, George Nelson and Marie Nelson, husband and wife, and Robert Slusher and Dorothy Slusher, husband and wife.

Notary Public

Oct. 12, 1980
My Commission Expires:

STATE OF NEW MEXICO } ss
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
this 26 day of Dec. 1978
At 9:10 o'clock A.M. and duly recorded
in Book No. _____ Page _____ of
the records of Otero County, New Mexico.
Margaret D. Sanchez
County Clerk, Otero County, New Mexico
By Alice R. Cervantes Deputy

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