

RESTRICTIVE COVENANTS

"BLUE SPRUCE ESTATES"

OTERO COUNTY, NEW MEXICO

WHEREAS, SAMUEL A. SCHAUER, LINDA G. SCHAUER, PAUL D. SMITH, AND LEIGH A. SMITH are the owners of the following described real estate in Otero County, New Mexico, to-wit:

Description : 42.342 acre tract, also known as "Blue Spruce Estates"

A tract of land located in the SE1/4 and the SW1/4 of section 3, T.16S., R.11E., N.M.P.M., Otero County New Mexico, and being a portion of tract C as described in book 751, page 264, Otero County records, more particularly described by metes and bounds as follows:

Beginning at the southeast corner of this tract from which the south 1/16 corner common to sections 2 and 3, a U.S.F.S. aluminum cap found in place bears S.88°36'42"E., 1531.73 feet, thence N.88°36'42"W., 1022.81 feet, coincident with the south line of said SE1/4, thence N.88°35'58"W., 1277.34 feet, to the southwest corner of this tract, thence N.04°21'40"E., 472.31 feet, thence N.19°46'36"E., 433.39 feet, thence N.04°11'45"W., 228.17 feet, to the northwest corner of this tract, thence N.81°00'23"E., 22.19 feet, thence S.06°17'26"E., 233.05 feet, thence S.17°14'48"W., 259.87 feet, thence N.72°33'59"E., 625.65 feet, thence N.72°49'24"E., 109.96 feet, thence N.89°36'10"E., 625.71 feet, thence S.76°31'01"E., 901.95 feet, to the northeast corner of this tract, thence S.03°23'38"W., 702.31 feet, to the beginning and containing 42.342 acres.

AND WHEREAS, said owners above named desire to replace the restrictive covenants as described in book 833, page 814-817, Otero County records in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the above named owners, hereby declare and agree with all future purchasers of lots or building sites in the above named tract, that the following restrictions apply to all lots or building sites in the tract, and all conveyances of any lot or lots in the above named tract shall be subject to certain restrictions as follows:

1. All lots in the above named area shall be for residential purposes only. No structure shall be erected other than two detached single family dwellings and other structures incidental to residential use of the lot.
2. No building, barn, shed, or shelter shall be erected or permitted to remain on any lot nearer than 50 feet to the front lot line, i.e. the line along the access road, nor nearer than 25 feet to any other lot line.

3. No dwelling shall be constructed having a floor square area of less than 1200 square feet excluding porches, garages, and carports.
4. No lot less than 9 acres shall be resubdivided. Lots greater than 9 acres may be resubdivided once into 2 approximately equal parts.
5. No mobile home, used or prefabricated building, modular, motor home, travel trailer, or fifth-wheel travel trailer shall be allowed on the property as permanent residence except for temporary periods while residence is under construction and provided they are properly hooked up to septic tanks where appropriate and maintained in a clean and attractive fashion.
6. No basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence. And further, no outhouse shall be used or built on the premises.
7. Construction, once commenced, must be completed as to exterior in one year.
8. No obnoxious 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.
9. No garbage, junk, obnoxious or offensive material shall be permitted to accumulate or be buried on any lot.
10. No more than one horse, or one cow, or one sheep, or two ostriches, or one of any other types of large animal may be kept on each full acre of land in the described lot. No swine shall be allowed.
11. No commercial activity shall be conducted on any lot other than occupations of or professions conducted by a member or members of a family residing upon the property when such activities are not a nuisance or annoyance to the neighborhood and provided no electrical or mechanical equipment, machinery, or materials are used in a manner to create a nuisance or disturbance to the neighborhood.
12. No inoperable equipment or inoperable motor vehicle may be kept on any lot unless the motor vehicle or equipment is garaged and out of sight.
13. All lot owners shall pay a yearly fee to maintain and repair the roadway that provides access to all lots in the tract. This fee shall be determined by dividing the necessary total yearly fee by the number of property owners in the tract.
14. There shall be no more than one sign on any lot and that sign shall not be greater than eight square feet in area.
15. Access easement.

ACCESS AND UTILITY EASEMENT

A 50 FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND UTILITIES, IN $\frac{1}{2}$ SE $\frac{1}{4}$ AND THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 3, T.16S., R.11E., N.M.P.M., OTERO COUNTY, NEW MEXICO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 50 FOOT EASEMENT BEING 25 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF THE N $\frac{1}{2}$ SE $\frac{1}{4}$ OF SAID SECTION 3, BEARS S.44°35'04"E., 1801.00 FEET AND THE SOUTHEAST CORNER OF SMALL TRACTS ACT SURVEY, NEW MEXICO NUMBER 63 BEARS N.56°15'27"W., 113.10 FEET, THENCE S.10°25'20"W., 277.75 FEET, THENCE S.61°01'37"W., 66.43 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 140.40 FEET AND A CHORD OF S43°15'31"W., 85.71 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 185.02 FEET AND A CHORD OF S.37°41'23"W., 78.19 FEET, THENCE S.49°53'21"W., 67.20 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 216.22 FEET AND A CHORD OF S.34°22'48"W., 115.63 FEET, THENCE S.18°52'15"W., 15.22 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 130.20 FEET AND A CHORD OF S.37°56'15"W., 85.06 FEET, THENCE S.57°00'15"W., 479.94 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 37.78 FEET AND A CHORD OF N.68°45'27"W., 61.31 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.34 FEET AND A CHORD OF N.44°38'09"W., 60.55 FEET, THENCE N.74°45'10"W., 26.52 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 110.23 FEET AND A CHORD OF S.85°18'10"W., 75.20 FEET, THENCE S.65°21'29"W., 50.85 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS 38.64 FEET AND A CHORD OF N.57°25'18"W., 64.97 FEET, THENCE N.00°12'06"W., 42.79 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 79.29 FEET AND A CHORD OF N.34°56'51"W., 90.39 FEET, THENCE N.69°41'37"W., 378.39 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS 80.36 FEET AND CHORD OF S.78°24'58"W., 84.91 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 108.46 FEET AND A CHORD OF S.27°09'41"W., 71.92 FEET, THENCE S.07°47'48"W., 145.30 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 148.54 FEET AND A CHORD OF S.22°52'05"W., 77.25 FEET, THENCE S.37°56'22"W., 12.46 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 77.84 FEET AND A CHORD OF S.65°08'13"W., 71.15 FEET, THENCE N.87°39'56"W., 19.64 FEET, THENCE ON CURVE TO THE LEFT HAVING A RADIUS OF 57.72 FEET AND A CHORD OF S.57°36'51"W., 65.76 FEET, THENCE S.22°53'37"W., 53.99 FEET TO A POINT ON THE WEST BOUNDARY OF A 10.00 ACRE TRACT BELONGING TO PAUL D. SMITH AND THE END OF THIS EASEMENT.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successors or assigns or any other person or persons owning any lot in said tract to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restrictions and either prevent him or them from so doing, or to recover damages or other dues for such violation including reasonable attorneys' fees for bringing such action.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

These restrictive covenants may be altered, amended, replaced, or waived by a two-thirds (2/3) vote of owners of a fee or equitable title, when purchased under a contract, with each owner being entitled to one (1) vote per lot. When more than one person holds ownership in a lot, the vote of such lot shall be exercised as they may among themselves determine, but in no event shall more than one (1) vote per lot be cast.

Samuel A. Schauer
Samuel A. Schauer

9-10-98
Date

Linda G. Schauer
Linda G. Schauer

9-10-98
Date

Paul D. Smith
Paul D. Smith

9-10-98
Date

Leigh A. Smith
Leigh A. Smith

9-10-98
Date

STATE OF NEW MEXICO)
County of Otero) ss:

The foregoing instrument was acknowledged before me this 10 day of September 1998 by Samuel A. Schauer and Linda G. Schauer

My commission Expires April 18, ²⁰⁰⁰/₁₉₉₉

Dale Palch
Notary Public

NOTARY PUBLIC
STATE OF NEW MEXICO
COUNTY OF OTERO

NOTARY PUBLIC
STATE OF NEW MEXICO
COUNTY OF OTERO

The foregoing instrument was acknowledged before me this 10 day of September, 1998 by Paul D. Smith and Leigh A. Smith

My commission Expires April 18, ²⁰⁰⁰/₁₉₉₉

Dale Palch
Notary Public

STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 14th day of September, 1998, at 2:50 O'clock P. M., and duly recorded in Book 899 Page 991 - of the Records of said county. Mary D. Penland by Robert Silva
County Clerk Deputy
994 #9956