

PROTECTIVE COVENANTS  
CANYON HILLS SUBDIVISION

Whereas L. Joseph Shyne and Millicent Shyne, his wife; Edwin A. Tannich and Josephine E. Tannich, his wife; Billie B. Lanfair and Johnnie M. Lanfair, his wife; Harold A. Tharp and Regina G. Tharp, his wife; Jack R. Glass and Etta A. Glass, his wife; Estil B. Howard and Daisy Howard, his wife; Harold A. Gray and Eleanor W. Gray, his wife; Willicia H. Talley and Jacqueline M. Talley, his wife; Alfred B. Koestler and Judith Koestler, his wife; Jack D. Glasco and Elna L. Glasco, his wife; Dal A. Latham and Hazel J. Latham, his wife; William E. LeSarre; Edward J. Rodeman, a single man; John Weber and Benny Weber, his wife; Paul L. Trevis, a single man; Robert Charles VenderMeer and Josephine Mae VenderMeer, his wife; Eddie K. Yung and Fern Yung, his wife; Deane Harold Mitchell and Dorothy Jayne Mitchell, his wife; ~~Marion C. Cooney and William Cooney, his wife~~ being the owners of the following described real estate in Otero County, New Mexico, to-wit:

The SW $\frac{1}{4}$  SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  SW $\frac{1}{4}$  Sect. 15 Township 16, Range 10 E, N.M.P.M. more particularly described as follows: Beginning at the one quarter Section corner common to sections 15 and 22, T16S, R10E, and going S 62° 49' W a distance of 1319.37 feet; thence N 0° 38' E a distance of 1332.66 feet; thence N 89° 47' E a distance of 2655.35 feet; thence S 0° 01' E a distance of 1316.95 feet; thence S 69° 34' W a distance of 1322.5 feet to the place of beginning. Save and except the tracts of land that are identified on the foregoing plat as "Nat A Part", consisting of sixty-three (63) acres, more or less, and henceforth to be known as CANYON HILLS SUB-DIVISION.

It is agreed that these covenants shall not restrict the use of the premises conveyed by Book 354, Page 285 from the purpose for which the buildings were constructed and presently used in the breeding and raising of chinchillas on the premises. Whereas said owners above named desire to abolish and make void any and all protective covenants previously placed on any or all parts of the above described property, particularly those filed at Book 236, Page 171 of the records of Otero County, New Mexico. And whereas said owners above named desire to place certain restrictions in regard to the building and improvements to be placed on portions of the above described real estate as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot or site other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the lot.

2. No dwelling shall be erected on any lot at a cost of less than \$25,000.00 (twenty-five thousand dollars) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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 these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The

ground floor of the main structure, exclusive of one-story porches and garages, shall not be less than 1500 square feet and exterior walls shall be masonry, wood or veneer construction.

3. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line, except that a building may be located 5 feet from the subdivision border. For the purpose of these covenants, eaves, steps, carports of garages and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot or site to encroach upon another lot.

4. No Fuel Storage Tanks may be located above ground without proper screening.

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. No horses, cattle, swine, goats, sheep or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Unless and until public sewage systems are furnished, all toilets, baths, sinks, lavatories, and inside drains on said premises shall be connected with an approved type septic tank, properly installed, and meeting all specifications of the Department of Health of the State of New Mexico.

10. No lot shall be resubdivided; provided, however, that nothing herein shall prevent the subdividers from dividing any of the lots on the plat of the subdivision into two or more lots prior to the first sale of the lot, and upon division into two or more lots by the subdividers, and sale thereof, each portion of such divided lot shall be considered to be one lot for the purposes of these covenants.

11. The Owners shall have the right to lay gas pipe, sewer pipe and water pipe and appurtenances thereto through and across any and all lots or tracts, and shall have at all times the right of ingress and egress for the purpose of repairing and maintaining same, provided, however, dirt taken from any excavation shall be replaced and the surface left as nearly as possible in original condition after work is completed. No existing structures are to be disturbed or damaged by the laying of any gas pipes, sewer pipes, water pipes and appurtenances. The owners shall also have the right to erect telephone poles or poles for carrying electric current at the intersecting corner of any two lots, and easements to a telephone company and to an electric company are hereby reserved on all lots, roads, paths, and parks in said subdivision. Easements to install facilities across lots includes the right to remove trees and shrubbery which interfere with installation of such facilities.

12. 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.

13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. 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 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 or any subsequent ten year period by a vote of 51% or more, of the then property owners. In case of any vote being called, the record owners of the lots shall be entitled to one vote for each lot in the subdivision.

Any person who desires to call an election for the purpose of suspending or amending all or any part of these restrictive covenants and restrictions at the time or times mentioned, in accordance with the foregoing provisions, will request such election by written notification of the subdividers and any and all owners of lots within the subdivision at least one year before the expiration of the first or any subsequent ten year period.

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 subdividers, their successors or assigns, or any other person or persons owning any lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

In witness whereof the said owners have caused this instrument to be executed on the 28 day of February, 1967.

<u>I. Joseph Shyne</u>	<u>Jack D. Glasco</u>	<u>Judith Koestler</u>
<u>Melvin Shyne</u>	<u>Elmer B. Glasco</u>	<u>Edna M. Glasco</u>
<u>Harold A. Therp</u>	<u>Jacqueline M. Talley</u>	<u>Regina G. Therp</u>
<u>Edwin A. Tannich</u>	<u>William H. Talley</u>	<u>Josephine E. Tannich</u>
<u>Jacqueline E. Tannich</u>	<u>Alfred G. Koestler</u>	<u>Paul H. Latham</u>
<u>Estil E. Howard</u>	<u>William H. Talley</u>	<u>John E. Latham</u>
<u>Daisy Howard</u>	<u>William H. Talley</u>	<u>Regina G. Therp</u>
<u>Del A. Latham</u>	<u>Del A. Latham</u>	
<u>Hazel J. Latham</u>	<u>Hazel J. Latham</u>	
<u>William E. LaSarre</u>	<u>William E. LaSarre</u>	
<u>Regina G. Therp</u>	<u>Regina G. Therp</u>	
<u>Edna M. Glasco</u>	<u>Edna M. Glasco</u>	

CANYON HILLS SUBDIVISION  
OTERO COUNTY, NEW MEXICO

ACKNOWLEDGEMENT

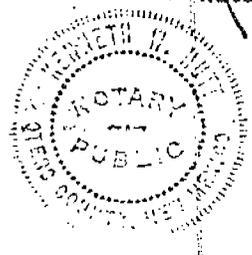
State of New Mexico )  
County of Otero ) S. S.

On this 28th day of February, 1967, before me personally appeared I. Joseph Shyne, and Melvin Shyne, his wife; Edwin A. Tannich and Josephine E. Tannich, his wife; Callie B. Lanfair and Johnnie M. Lanfair, his wife; Harold A. Therp and Regina G. Therp, his wife; Jack R. Glasco and Etta A. Glasco, his wife; Estil E. Howard and Daisy Howard, his wife; Harold A. Gray and Eleanor U. Gray, his wife; William H. Talley and Jacqueline M. Talley, his wife; Alfred G. Koestler and Judith Koestler his wife; Jack D. Glasco and Elma L. Glasco, his wife; Del A. Latham and Hazel J. Latham, his wife; William E. LaSarre, known to me to be the persons in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last written above.

Kenneth W. Mitt  
Notary Public

My Commission Expires: 3-23-1969



CANYON HILLS SUBDIVISION  
OTERO COUNTY, NEW MEXICO

ACKNOWLEDGEMENT

State of Arizona )  
County of Maricopa ) S. S.

On this 5th day of April, 1967, before me personally appeared Edward J. Rademch, a single man, known to me to be the person in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal on this day and year last written above.



Helen G. Williamson  
Notary Public

My Commission Expires July 12, 1969

ACKNOWLEDGEMENT

State of Washington )  
County of Island ) S. S.

On this 26 day of JULY, 1967, before me personally appeared John Weber and Benny Weber, his wife, known to me to be the persons in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last written above.



Daniel P. Dawson  
Notary Public

My Commission Expires Nov 9, 1969

ACKNOWLEDGEMENT

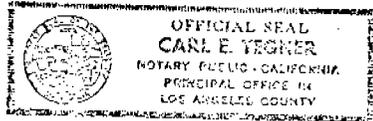
State of California )  
County of Los Angeles ) S. S.

On this 29 day of April, 1967, before me personally appeared Paul L. Travis, a single man, known to me to be the person in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal on this day and year last written above.

Carl E. Yecker  
Notary Public

My Commission Expires May 28, 1969



CANYON HILLS SUBDIVISION  
OTERO COUNTY, NEW MEXICO

ACKNOWLEDGEMENT

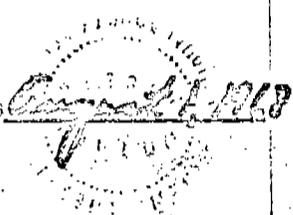
State of New Mexico }  
County of Sandoval } S. S.

On this 17 day of March, 1967, before me personally appeared Robert Charles VanderHeer and Josephine Mae VanderHeer, his wife, known to me to be the persons in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last written above.

James Campion  
Notary Public

My Commission Expires August 1, 1968



ACKNOWLEDGEMENT

State of Arizona }  
County of Maricopa } S. S.

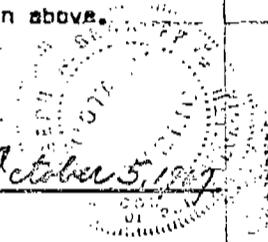
On this 23rd day of March, 1967, before me personally appeared Eddie H. Yung and Fern Yung, his wife, known to me to be the persons in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last written above.

Joseph A. Bearoff  
Notary Public

JOSEPH A. BEAROFF  
NOTARY PUBLIC  
BRIDGEPORT, MARICOPA CO., AZ.  
Commission Expires Oct 5, 1968

My Commission Expires October 5, 1968



ACKNOWLEDGEMENT

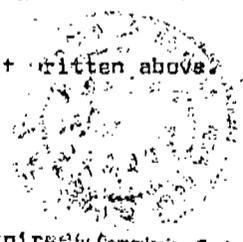
State of Arizona }  
County of Maricopa } S. S.

On this 11 day of Feb., 1967, before me personally appeared Deane Harold Mitchell and Dorothy Jayne Mitchell, his wife, known to me to be the persons in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal on this day and year last written above.

Thomas G. Wetmore  
Notary Public

My Commission Expires Nov. 14, 1970



STATE OF NEW MEXICO }  
OTERO COUNTY } ss.  
FILED FOR RECORD IN MY OFFICE  
This 13 day of Nov, 1967  
At 12:30 o'clock PM and duly recorded  
in Book No. 355 Page 171-176  
the records of Otero County, New Mexico  
Argonias Yarbrough  
County Clerk, Otero County, New Mexico  
By Robert Roberts Deputy



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