

RESTRICTIVE COVENANTS

1. John Cooper, Owner of the Cooper Subdivision, Otero County, N. M., place the following Restrictive Covenants on all fourteen (14) lots of the Cooper Subdivision:

1. No lot shall be subdivided in the future into less than a 2 1/2 acre lot.
2. Mobile homes shall be allowed for use as a residence. They must be skirted in such a manner as to give the impression of being permanent and must have been manufactured no more than 10 years prior to the date they are moved onto the subdivision.  
  
Outbuildings shall be of a permanent type construction and shall be neat and attractive.
3. No swine shall be permitted on the subdivision. All other animals shall be permitted, however, they shall be fenced, caged or restrained from trespassing upon other premises and shall not cause a nuisance to the occupants of surrounding property through the emission of fowl or noxious odors, or by causing noise that will disturb the peace and quiet of surrounding occupants of this subdivision.
4. Trash shall be disposed of in proper containers and junk or inoperative vehicles shall not be stored on said subdivision.
5. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and shall enure to and pass with each and every lot of the subdivision, and shall bind the present owners, their successors, executors, administrators and assigns and any other parties which may hereafter become owners of all or part of any lot in the subdivision.
6. These covenants are to run with the land and shall be binding upon the present owners and all persons claiming under them, their heirs, successors, and assigns, for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more, or all, of said covenants.
7. Invalidation of any one of these covenants shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

DATED this 18<sup>th</sup> day of August, 1988.

John Cooper  
John Cooper

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)  
COUNTY OF STEPHENS) ss.

On this 13<sup>th</sup> day of August, 1988, before me personally appeared John Cooper, to me known to be the person described 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 the day and year last above written.

MY COMMISSION EXPIRES: June 10, 1989

Joanne Neal  
Notary Public Joanne Neal

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 26<sup>th</sup> day of Aug, 1988, at 8:30 o'clock a. M., and duly recorded in Book 655, Page 134, of the Records of said county.

#7417

Andrew C. Pyleham  
BY: Lynn Arthur COUNTY CLERK  
DEPUTY

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8-26-88  
Lynn Arthur  
Camera Operator  
14  
Roll No.