457-923

RESTRICTIVE COVENANTS FOR "COUNTRYSIDE ESTATES" SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of "COUNTRYSIDE ESTATES" SUBDIVISION. Otero County, New Mexico, do hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specify that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as hereby specified, whether or not the same are embodied in the conveyance or other instrument effecting title thereto:

1. No basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction. Construction, once commenced, must be completed, as to exterior, within (1) year.

2. No outdoor-type toilet shall be erected or maintained, and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Garbage will be disposed of in accordance with the regulations of the State of New Mexico at the Otero County Sanitary Landfill.

3. No mobile homes under 900 sq. ft. or more than 7 years old may be moved on. No old second-hand buildings shall be moved on any tract in the subdivision, nor shall second-hand materials be used in the construction of any building or other structure thereon without the written consent of the subdivider or Architectural Control Committee.

   No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built on said tract unless the same shall be covered upon all its outside walls with stucco, brick, stone or other veneer material.

4. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in cases of rounded corner tract lines, from the intersection of the street property lines extended.

5. The subdivider or Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative, fails, within sixty (60) days after plans and specifications are submitted in person or Certified Mail Return Receipt requested to approve or disapprove the same, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required, and related covenants shall be deemed to have been fully complied with.

6. Butane tanks must conform to state regulations and will be located so as not to detract from the appearance of the tract.

7. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the raising of hogs. A resident may keep no more than 2 horses or 2 head of cattle.

8. No sewage treatment or disposal facility shall be constructed within 200 feet of the existing wells on Lot 38, Unit 1 and Lot 38, Unit 3. This restriction applies to: Lots 36-38, Unit 1 Lots 1 & 2, Unit 2; Lots 36-38, Unit 3.

9. No junk cars or vehicles shall be kept on any tract. Any unregistered vehicle may be designated as a junk car. In no event shall any commercial or residential tract be used for a wrecking yard.

10. The subdividers, and every person hereafter having any right, title or interest in any tract in the said subdivision, shall have the right to prevent or stop violation of any of the said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation of any of the said restrictions.

11. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from the date of the filing of these covenants, at which time, the covenants 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 fifty-one (51) percent or more of the property owners. Record Owners of the tracts shall be entitled to one vote for each tract as shown on the recorded plat. Any owner who desires to call an election for the purpose of suspending or amending all or any part of these protective covenants and restrictions after ten (10) years from the date of filing thereof, in accordance with the foregoing provisions, shall request such election by written notification to the subdivider and all record owners of tracts within the subdivision at least one year before the expiration of the first or any subsequent ten-year period.

12. Failure to enforce any restriction, condition, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any of the other covenants, conditions or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 27 day of OCTOBER, 1978

JAEFF, INC., by JEROME L. FIEMEL

STATE OF New Mexico)
SS
COUNTY OF Otero)

The foregoing instrument was acknowledged before me this 27 day of October, 1978, by JEROME L. FRIEMEL.

OFFICIAL SEAL
Signature: Patricia A. Norman
PATRICIA A. NORMAN
NOTARY PUBLIC-NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 11-14-81

STATE OF NEW MEXICO } ss.
OTERO COUNTY }
FILED FOR RECORD IN MY OFFICE
This 30th day of Oct 1978
At 10:10 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 Vacaig Sanchez Deputy

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