

RESTRICTIVE COVENANTS OF COUNTRY ESTATES

Thomas J. Robbins and Deanna L. Robbins being the sole owners of all of the following described premises situated within Otero County, New Mexico, to wit:

A tract of land in the S 1/2 N 1/2 of Section 6, Township 15 South, Range 10 East, N.M.P.M., Otero County, New Mexico, and being more particularly described as follows:

Starting at the Southeast corner of the NE 1/4 of said Section 6; Thence North 01° 09' 42" East along the East line of said NE 1/4 a distance of 1314.53 feet; Thence North 89° 47' 46" West along the North line of said S 1/2 W 1/2 of Section 6 a distance of 2599.47 feet to the point of beginning of the tract of land herein described; Thence continuing North 89° 47' 46" West a distance of 51.05 feet; Thence North 89° 48' 58" West a distance of 1247.60 feet to a point on the East line of the right-of-way for the Southern Pacific Railroad; Thence South 23° 19' 32" East along said East line a distance of 1421.77 feet to a fence corner; Thence South 89° 37' 00" East along a fence line a distance of 1325.27 feet; Thence North 00° 37' 45" East a distance of 704.22 feet; Thence North 89° 47' 46" West a distance of 603.96 feet; Thence North 00° 37' 45" East a distance of 603.96 feet to the point of beginning.

According to the official plat thereof filed for record with the Clerk of Otero County, New Mexico and known as COUNTRY ESTATES have established a general plan for the improvement and development of such premises, and do hereby establish the covenants conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is, and all are, for the benefit of each owner of land in said subdivision, or any interest therein, and shall enure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owners thereof. These covenants, restrictions, reservations and conditions are, and each is, imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

1. ARCHITECTURAL CONTROL COMMITTEE. All plans for the construction of private roads and driveways and all building plans for any building, fence, wall, or structure to be erected upon any lot and the proposed location thereupon any lot, and any changes after approval thereof of any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Architectural Control Committee as to the quality of workmanship, material, harmony of external design with existing structures or planned structures which have been previously approved by the Architectural Control Committee within the subdivision and for approval as to location with

respect to lot lines, topography, and finish grade elevations and roadways. Initially, the Architectural Control Committee shall be composed of Thomas J. Robbins, Deanna L. Robbins or such other persons, or successors to such named persons, as shall be named by Thomas J. Robbins.

2. **DIVISION OF LOTS OR TRACTS.** No single lot or tract as shown on the subdivision map shall be re-subdivided by any owner.

3. **RESIDENTIAL USE.** Each lot is for single-family residential purposes only. All residences shall be of a new, permanent type and quality.

No improvement of structure whatever, other than the private dwelling house, patio walls, swimming pool, garage, greenhouse, workshop, and customary outbuildings may be erected, placed, or maintained on any lot. One lot as shown on the subdivision map shall be the minimum building area upon which a single-family residence and outbuildings may be constructed. One or more lots may be utilized as a single building plot.

4. **MAIN RESIDENCE AREA.** The total floor area of the main building shall not be less than 1150 square feet of heated area, and the ground floor of a multi-level dwelling shall not be less than 1000 square feet or its substantial equivalent. No residence shall be more than two stories in height above ground.

5. **CONSTRUCTION.** When the construction of any building is once begun, work thereupon must proceed diligently and must be completed within two years. No shacks or temporary buildings shall be permitted upon any lot. No mobile home will be permitted except that a trailer or temporary storage may be used during the period of construction not to exceed one year. In no event shall any trailer or temporary storage structure be left on the land after the expiration of the one year period. No dwelling shall be occupied until its construction is completed.

6. **NO BUILDING** shall be erected or permitted to remain on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line; nor nearer than 5 feet to any side lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

7. **ANIMALS.** The owner or lawful possessor of any lands shall be permitted to maintain dogs, cats, domestic fowl, horses, upon said premises for household, residential, and non-commercial uses only. Provided, all such animals must be properly fenced, caged, or restrained from trespassing upon other premises. No commercial use or benefit may be enjoyed by the owner or any other person from the maintenance of these animals upon the premises. In no event shall any swine, goats, cows, or sheep be kept or maintained upon said premises for any purposes.

8. **NUISANCES.** No lots shall be used in whole or in part for a junk yard, or for storage of rubbish, refuse, or goods of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept out upon any lot that would emit foul or noxious odors or that would cause noise that will or

might disturb the peace, quiet, and comfort or serenity of the occupants of surrounding property or would otherwise frustrate or impede the general plan of development expressed in the covenant establishing the Architectural Control Committee.

9. **SIGNS.** No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereof except that a discreet and unobtrusive name and address sign of modest dimensions may be placed on each residential lot. No sign of any kind shall be displayed to the public view on any residential lot except one sign advertising the property for sale or rent, or signs used by the subdivider to advertise the property during the construction period.

10. **NO RETAIL OUTLET** shall be established for commercial purposes on any residential lot.

11. **LOCATION OF WELLS AND SEPTIC TANKS.** All septic tanks should be located a minimum of 100 feet distance from all wells so as to avoid contamination of the said owners or neighboring wells and should comply with all governmental agencies regulations.

12. **SEWAGE FACILITIES.** Outhouses and cesspools are strictly prohibited. All sewage facilities shall consist of septic tanks which shall be located and constructed only in accordance with the rules and regulations of those governmental agencies having jurisdiction over the construction of sewage facilities.

13. **WALLING.** All garbage cans, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets.

14. **FILING AND REMOVING.** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or earth shall be excavated or removed from any property for commercial purposes.

15. **FIREARMS.** No firearms of any type or kind shall be discharged by any owner, person in possession, or invitees of the same within the confines of the subdivision.

16. **USE OF PREMISES CONTRARY TO LAW.** No premises shall be constructed, improved or maintained in any manner or for any purpose contrary to law or to lawful regulation of any governmental agency.

17. **REMEDIES FOR VIOLATIONS.** For a violation or a breach of any of these covenants, reservations, conditions, and restrictions by any person claiming by, through, or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Such person or persons so proceeding shall be entitled to its, his, or her attorney's fees and costs. The failure promptly to enforce any of the covenants, reservations, conditions, and restrictions shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants,

reservations, conditions, and restrictions by any Court of competent jurisdiction in no way shall affect the right of any of the other covenants, reservations, conditions, and restrictions, but those not so invalidated shall remain in full force and effect.

18. DURATION OF RESTRICTIVE COVENANTS. The restrictive covenants herein shall remain in full force and effect for a period of twenty years from date. Said restrictions shall thereafter continue for successive twenty year periods except that at any time such restrictions may be amended, in whole or in part, by the owners of three-fourths or more of the acreage within said subdivision. Provided, however, if such term or succession of terms shall violate the rule against perpetuities, then in that event such terms shall be reduced to that period of time which shall comply with such rule.

19. ALL UTILITY LINES running from the utility easement to the house may be constructed above ground a distance of only fifty (50) feet of overhead lines from the main electric pole in utility easement and must thereafter continue on to the residence underground. No unsightly utility poles are to be placed outside the utility easements easements.

20. ALL CULVERTS placed in the driveways must be a minimum of 12 inch diameter for driveways.

21. ALL LOTS will be allowed to have a maximum of ten horses each. All stables are to be constructed to match the residence and must be kept clean and neat so as to present an orderly appearance and to prevent any health hazard or noxious odors or any other condition which would be hazardous or objectionable to their neighbors. All corral fencing must be of a permanent type and constructed of metal pipe or acceptable substitute. No railroad ties, board or wire fencing will be permitted. All corrals and stables must be located at the rear of the property and a minimum of 100 feet from the front lot line.

22. The finished floor of the house should be at least 2 feet above the lowest point of the lot. The home builder shall provide drainage away from the structure. The finished floor of each dwelling shall be not less than 18 inches above the natural ground surface.

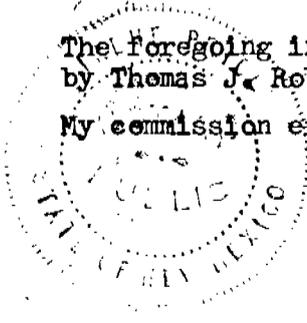
State of New Mexico  
County of Otero

Thomas J. Robbins  
Deanna L. Robbins

The foregoing instrument was acknowledged before me this 30th day of March 1987 by Thomas J. Robbins and Deanna L. Robbins.

My commission expires July 9, 1989

Lucene Price  
Notary Public



STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this 31 day of Mar, 1987, at 10 o'clock P.M., and duly recorded in Book 618 Page 668 of the Records of said county. A.C. Wymbleby County Clerk by Lynn Christen Deputy

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